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The Solicitors' Journal.

LONDON, JANUARY 25, 1873.

SOME WEEKS AGO we referred to a rumour which was then current that the son of the County Court Judge at Woolwich and Greenwich had been appointed to the office of registrar of those Courts. We have recently received a copy of some correspondence with reference to the removal of the gentleman who previously held that position, and from this and other sources of information we gather that the report in question was well founded, and that the important duties connected with the office have been entrusted to a young gentleman whose admittance as an attorney preceded by a few months only his advancement to the post of registrar. Of the qualifications of Mr. Pitt Taylor, jun., we know nothing; but it is clear that among them there cannot be reckoned any extensive experience, and this, as it appears to us, is indispensable to the proper discharge of the duties of the office. The opportunity given for this unfortunate appointment was the dismissal, on account of permanent infirmity, of Mr. Bishop, who for more than a quarter of a century had held the office. This, we believe, is one of the first instances, if not the very first instance, of the removal of a registrar on this ground, and it has naturally directed attention to the fact that no provision exists for the retirement on a pension of these officers when incapacitated by illness. It may be urged that they are not compelled to relinquish their private practice; but the tendency of this arrangement would appear to be to induce them to devote to their practice time and energy which should be bestowed on the duties of their office, and we think that in all cases where the business of the Court is large it would be desirable, by providing a superannuation allowance, to encourage the registrar to devote his whole time to his official work. It should be remembered that in 1871 the fees paid in the County Courts amounted to no less than £358,031; and we believe that the trifling expenditure necessary to carry out the proposal above suggested would be well repaid in the increased time which the registrars would be enabled to devote to the discharge of their important and ever increasing duties.

THE DECISION OF THE COURT OF QUEEN'S BENCH on the case of *Bailey, Appellant*, v. *Williamson, Respondent*, is in entire accordance with the view which we have already expressed upon the true construction of the Parks' Regulation Act, 1872 (16 S. J. 21, 61). The 9th section of that Act provides that "any rule made in pursuance of the first schedule of the Act shall be forthwith laid before both Houses of Parliament, if Parliament be sitting, or if not, then within three weeks after the beginning of the next ensuing session of Parliament; and if any such rules shall be disapproved of by either House of Parliament within one month after the same shall have been so laid before Parliament, such rules, or such parts thereof as shall be disapproved of, shall not be enforced." There is really no room for doubt that under the words of this section a rule when made must be obeyed until it has been disapproved. The counsel for the appellant was constrained to argue that no rule was to be enforced until approved, which is exactly what the statute does *not* say. The contention was, of course, hopeless. Indeed, so clear does the matter seem, that we venture to doubt whether the magistrate was well advised in voluntarily stating a case.

There is, however, one point which does not appear to have been much, if at all, pressed upon the Court, and which yet seems worthy of notice. The schedule containing the "Regulations" is referred to in the body of the Act in section 4, whereby it is enacted that, "if any person does any act in contravention of any *regulation* contained in the first schedule annexed hereto, he shall on conviction be liable to a penalty not exceeding £5;" and this is the only clause inflicting a penalty for disobedience to the regulations. On reference to the schedule no doubt it appears that "rules of the park" may be made, and it was for disobedience to one of the rules so made that the appellant was convicted. But although a penalty is imposed in the body of the Act for disobedience to the "regulations," there is no penalty imposed for disobedience to the "rules." Now, the section imposing a penalty ought, in accordance with legal principles, to be construed strictly, and it might perhaps have been successfully contended that as section 4 mentioned "regulations," and was silent about "rules," the penalty there mentioned was not applicable to the breach, not of a "regulation," but a "rule." If the Legislature had intended to insist upon the enforcement of the rules which would naturally refer to matters of mere detail, by the infliction of a penalty, ought not that intention to have been more clearly expressed? Ought not the 4th section to have enacted that the penalty should follow an infringement, not only of the regulations, but also of the "rules made in pursuance of the regulations"? The point appears to us worthy of consideration. Upon the construction of the 9th section there was absolutely no room for argument. The Act, looked at as a whole, is clumsily drawn, and its policy is more than doubtful. But its defects must be remedied by further legislation. It is not the function of a court of law to make the laws—its sole duty is to interpret them when made.

THE PERSON NOW WAITING HIS TRIAL, under the name of Castro, on charges of forgery and perjury, seems to have been born for the purpose of contributing to the curiosities of legal history. He has shown us what Chancery can do in the way of affidavits, and Common Law in the way of a *nisi prius* trial of unprecedented duration; he has revived the ancient procedure of trial at bar, and has now been the cause of two members of the House of Commons being summoned to appear before the Court of Queen's Bench on a charge of contempt of Court; little remains but that he should give rise to a conflict between the two Houses of Parliament.

Had the two gentlemen who were on Monday last sentenced to a fine of £100 each been ordinary citizens, probably little attention would have been directed to the proceedings. The rule is well known, that to engage in a public discussion of pending legal proceedings is a contempt of Court, as tending to prejudice the fair trial of the question at issue; and the reason of the rule cannot be better expressed than it was by the Lord Chief Justice when, addressing the offenders, he said—

"If it is open to those who take the part of the accused to discuss in public the merits of the prosecution in his interest, then it must be equally open to those who believe in his guilt to take a similar course on the other side. And thus, as my brother Blackburn has pointed out, we may have, on the occasion of a political trial, or any case exciting great public interest, an organised system of public meetings throughout the country, at which the merits or the demerits of the accused may be discussed and canvassed on the one side and the other; and thus, by appeals such as you have not hesitated to make to public feeling in this case, the course of public justice may be interfered with and disturbed. It is clear that such comments upon a pro-

ceeding still pending is an offence against the administration of justice, and a high contempt of the authority of this Court."

An attempt has been made to carry this instance of the application of the undoubted power of the Court into a higher region, by drawing attention to the fact that the two persons who fell under its operation were members of the Legislature; and it was even suggested that the reason why the Court did not sentence them to imprisonment was, that they were protected by privilege of Parliament. The suggestion called forth from the Lord Chief Justice on the following day an emphatic denial of of that assumption, and an assertion that if it had been deemed necessary to add the sentence of imprisonment, the Court would not have hesitated to do so, and would have done it without any apprehension that the House would have been more disposed to interfere than they were when Mr. Charlton Lechmere was committed by Lord Cottenham for a similar offence. And certainly if the Court had yielded to any such extended claim of privilege (supposing it had been made), it would have fallen far below the position taken by Lord Brougham in *Wellesley's case* (2 Russ. & My. 639), when he declared that, even if he had found a unanimous vote of the House of Commons in favour of the claim, he should still have thought it his duty to follow the course he was then taking, of committing the offender to prison. In that case Lord Brougham (who was already very familiar with the subject, from the part which he had taken in *Sir Francis Burdett's case*), examined the question very fully, and entirely rejected the rule laid down, or supposed to be laid down, by Lord Coke (4 Inst. 25), and followed by the Court of Common Pleas in *Wilkes' case* (2 Wil. 159), that privilege prevails in all cases except treason, felony, and breach of the peace; a rule which he described as creating "a distinction inconsistent with itself, fruitful of bad consequences, and incapable of being pursued through the authorities." He pointed out very forcibly (though we could willingly have spared some of the stormy rhetoric) that such a rule would give members of Parliament immunity from punishment even for crimes (such as perjury) which did not fall within either of these classes; and concluded that "privilege never extends to protect from punishment, though it may extend to protect from civil process." It is strange that after this case, which was followed by Lord Cottenham in *Charlton's case*, and the authority of which is recognised in May's Law of Parliament (see pp. 140 to 146). *Wilkes' case* should have been relied on as an authority.

It may indeed be doubted whether Lord Coke ever meant to lay down any such general rule as has been supposed. The words relied on occur at the end of his observations on Privilege of Parliament; a head which is very cursorily treated, and is introduced by the observation that "experience hath made the privilege of Parliaments well known to Parliament men, yet will we speak somewhat thereof." The entire substance is in these words: "Privilege of Parliament in informations for the king, generally the privilege of Parliament do hold, unless it be in three cases—viz., treason, felony, and peace." It would appear that Coke meant to confine his remarks to the case of informations; indeed the sentence (which is bad enough English any how) cannot well be construed otherwise. The only thing that raises any doubt whether this is the meaning is that "treason and felony" would then be spoken of as matters on which informations can be filed. But although it has long since been established that, as Blackstone says (Com. vol. iv. p. 310) informations "are confined by the constitutional law to mere misdemeanours only;" it is by no means clear that this was equally settled in Coke's time. Indeed, in arguing the case of *Rex.* v. *Berchet* (Shower 107), Sir Benjamin Shower, after laying down in broad terms the right of the Crown to proceed by information, adds, "I do not mean this of treason and felony, *though there are two cases even in that too*;" and that such proceedings might at one time have been taken even in the case of treason and felony, seems implied by the proviso of 11 Hen. 7, c. 3, which excludes those cases from the power given by it to Justices of Assize and of the Peace, to try certain offences by way of information. There seems, therefore, no improbability in so reading the passage in Coke; and there was a very obvious reason why in the case of proceedings by information, privilege should be jealously guarded. By the accident that in the present case the indictment had been removed into the Queen's Bench, the Court was able to proceed summarily on the ground of contempt. If this had not been so the question might have arisen which the passage in Coke suggests; for in that case we believe the only way in which the Court could have proceeded would have been by way of criminal information.

THE GREAT DISTINCTION made by the Licensing Act of 1872 between "new licences" and "renewed licences" (the former requiring in all cases to be confirmed by a standing committee of the county justices, section 37) will probably give greater importance to the transfer section (section 4) of 9 Geo. 4, c. 61, and still more to section 14 of the same statute. By section 74 of the new Act it is expressly provided that the phrase "new licence" shall mean "a licence granted at a *general annual licensing meeting* in respect of premises not theretofore licensed for the sale of intoxicating liquors." It does not, therefore, include licences granted under section 14 of the earlier Act, which are granted not at the annual licensing meeting, but at special sessions; and it is important to consider under what circumstances these licences, which are thus freed from the necessity of confirmation, may be granted. For, if they can be only granted during the currency of an existing licence, the owners of licensed houses, the occupiers of which have failed to renew, will (unless a very wide construction be given to the words "theretofore licensed") be compelled to pass through the double gate of the licensing meeting and the standing committee; whilst, if they can be granted after the expiration of the licence, only one peril will have to be encountered, for the house will, when the next annual licensing meeting comes round, be a licensed house. What raises the doubt upon this point is the case of *Simpkin* v. *Birmingham Justices* (L. R. 7 Q. B. 482, 20 W. R. 702), for though in that case the precise question was, whether a licence could be granted under section 14, where the tenant had *removed* after the licence had expired, it is impossible to read the case without seeing that the reasoning, both of the arguments and of the judgment, turned on whether the old licence must be in force when the application for the renewed licence is made. This view is confirmed by the expressions used by the Court in *Reg.* v. *Rowell* (L. R. 7 Q. B. 490), where the removal was before, but the application after, the expiration of the licence; but there also the precise question was not solved, for the case was decided on the ground that the justices had a discretion to grant or refuse the licence, which could not be overruled. That such an application could be made after the expiration of the previous licence had, however, been assumed in *Reg.* v. *Middlesex Justices* (L. R. 6 Q. B. 781, 20 W. R. 774); but it was urged in *Simpkin's case* that in *Reg.* v. *Middlesex Justices* the attention of the Court was not drawn to the fact that the licence had expired when the application was made, and on that ground the decision there come to was disregarded.

But it appears on the other hand that in *Simpkin's case* the attention of the Court was not drawn to the proviso of section 14, which it seems impossible to reconcile with the view that the section can only operate where the old licence is still in force. That proviso clearly supposes that an application may be made under the section in respect of a house *not licensed* "at the general annual licensing meeting *next before* such special session." But if the section only gives power to grant licences where the licence is still unexpired, the proviso

can only apply to the case of an application made between the Brewster session in August or September and the expiration of the licence on October 10. Since, however, a licence granted under section 14 is not to remain in force beyond the 10th of October which follows the granting of it, a licence granted under these circumstances would be practically worthless, would not be likely to be applied for, and could scarcely have been thought to call for the safeguards imposed by the proviso.

The proviso evidently refers to all the cases previously enumerated; apart from the proviso, the same remark as to the worthlessness of the licence must (if no application can be made after the licence is expired) be always true of one in particular of the cases enumerated,—that namely of a tenant having "neglected to apply to the general annual licensing meeting,"—and yet it does not seem possible upon any words in the section to distinguish the enumerated cases from one another in respect of the actual existence or non-existence of a licence at the time of the application. It would seem, therefore, that the section must have been intended to apply to cases where the licence had in fact expired. This was certainly assumed in *Bryant* v. *Beattie* (4 Bing. N. C. 254; but that case is difficult to reason from, for it was there assumed that the particular clause last referred to applied to a case where there had never been any licence at all. How this can be it is not easy to understand; for the case which that clause mentions is the case where "the occupier of any *such house*" neglects to apply for a licence; and the words "such house" must refer to the previous clause, which provides for the case of a licensed person removing from a house "*specified in such licence*." That case, therefore, seems on this point to be one of doubtful authority. But on the considerations above noticed it seems open to great question whether the view intimated in *Simpkin's case* can be supported.

This further consideration may be added. The 14th section runs thus—"If any person, duly licensed under this Act, shall (before the expiration of such licence) die, or shall be by sickness or other infirmity rendered incapable, &c., or shall, &c., or shall, &c.; or if any person so licensed, &c., shall, &c., &c." Thus in the *middle* of the first clause there are interposed the words, "before the expiration of such licence;" and they occur nowhere else. Surely if it had been intended to limit in this way all the enumerated cases, these words would either have been repeated, or they would have been placed in a position where they would naturally govern all the clauses. Their insertion in that place, and in that place only, surely shows an intention directed (and for obvious reasons) to that particular case alone. Yet, in *Simpkin's case* these very words seem to have produced on Blackburn, J., the opposite impression (see 20 W. R. at p. 703, L. R. 7 Q. B. at p. 484).

Questions as to the extent and application of the contributions of class B. contributories of a company in liquidation have given rise to a singular divergence of opinion among the Courts. Our readers may remember that in *Re Accidental and Marine Assurance Corporation* (18 W. R. 717, L. R. 5 Ch. 428), Lord Justice Giffard decided that the contributions of the B. or past members of a company under the Act of 1862 are to be applied in payment of all the debts of the company *pari passu*. In *Brett's case* (19 W. R. 687, L. R. 6 Ch. 800), although the point before the Court was not quite the same—relating rather to the extent than to the application of the contribution—Lord Chancellor Hatherley admitted that the decision was in principle inconsistent with that of Lord Justice Giffard. In *Morris' case* (20 W. R. 25, L. R. 7 Ch. 200), the Lords Justices expressly held that the contributions of the past members are to be applied in payment of those debts only of the company which were contracted before they ceased to be members of the company. Since that case was decided the decision of Lord Justice Giffard has been affirmed by the House of Lords (*Webb* v. *Whiffin*, L. R. 5 H. of L. Cas. 711). On the ground of this affirmance, an application was on Thursday made to the Lords Justices for a rehearing of *Brett's case*, and this application was granted. It may be hoped that these much-vexed questions will now at length be set at rest.

THE PUBLIC HEALTH ACT, 1872.

A point of no small difficulty and importance, and one as to which there is believed to be considerable divergence of opinion, arises with respect to the effect of the Public Health Act, 1872, upon the powers of Improvement Commissioners and other authorities under Local Acts of Parliament, relating to town government and sanitary matters. By section 3 of the Act England is divided into "urban" and "rural sanitary districts," which are to be subject to the jurisdiction of "urban" and "rural sanitary authorities" respectively. By section 4 urban sanitary districts consist of (1) Boroughs, (2) Improvement Act districts, and (3) Local Government districts, constituted under the Public Health and Local Government Acts.

In cases where the Improvement Act district is the urban sanitary district no question arises, but there are cases where the Improvement Act district is wholly situated within a borough, or within a local government district; in these cases, by the provisions of the 4th section, the urban sanitary authority will be the corporation and the Local Board respectively; and the question arises whether the powers of the Local Acts are transferred to the urban sanitary authority, or remain in the Improvement Commissioners or the authority, whatever it may be, constituted by the Local Act. It seems clear that the Act does not expressly or impliedly repeal the Local Acts, for, besides the general principle of law that *generalia specialibus non derogant*, it will be observed that many sections of the Act contemplate the continued existence of the provisions of the Local Acts, as, for instance, sections 22, (subsection 2), 33, 43, 55. The only alternative, therefore, is that they must remain in force, and their powers must be exerciseable by the urban sanitary authority or by the authority originally created under their provisions. If they are exerciseable by the urban sanitary authority, it must be by virtue of their having been transferred to such authority by the Public Health Act, 1872. In the 7th section (which treats of the powers of the urban sanitary authority), it appears very difficult, even assuming that the general intention and scope of the Act was to transfer all sanitary powers to the urban sanitary authority, to find any words which, naturally construed, would effect this purpose. The words of the section are as follows, "subject to the provisions of this Act, the Local Government Acts shall be deemed to be in force within the district of every urban sanitary authority, and from and after the first meeting of an urban sanitary authority in pursuance of this Act, there shall be transferred and attach to an urban sanitary authority, *to the exclusion of any other authority* which may have previously exercised or been subject to the same, all powers, rights, duties, liabilities, &c., exerciseable or attaching by and to a local board under the Local Government Acts and by and to the sewer authority under the Sewage Utilization Acts, and by and to the nuisance authority under the Nuisance Removal Acts," and so on, enumerating various specific Acts, "or by and to any of the said authorities under any of the said Acts or any Acts amending such Acts." It is very difficult to see how those who advocate the opinion that the powers of Local Acts are transferred can make these words cover them. The transfer is of powers under a number of specified Acts. The contention, it would appear, must be that this must be read as if it were "all such powers, &c., as are exerciseable under the Local Government Acts, &c.," and must include all powers of a nature analogous to the powers given by the enumerated

Acts. Surely this is a stretching of words that is quite inadmissible, especially when it is considered in how much apter language such an intention might have been expressed.

Looking also to the other sections of the Act, and considering the former Acts relating to the Public Health it would seem that the Act was not intended to transfer the powers of local Acts, though it has provided a machinery by which they may ultimately be transferred. Under the Local Government Act, 1858, the local government district was formed by the adoption of the Act by a meeting of owners and ratepayers in accordance with the provisions of section 16. By the 20th section, within a certain time after the passing of the resolution adopting the Act, the Local Government Act took effect within the district "provided that the provisions of this Act relating to purposes already included in any local Act in force within the district with relation to any of the purposes of the Public Health Act, 1848, or this Act, notwithstanding the adoption of the Act as hereinbefore provided, shall not come into operation until an order has been made and confirmed as hereinafter prescribed for the future execution, repeal, or alteration of the said local Act." Then section 77 provides that a provisional order may be made by the Secretary of State repealing, altering, or otherwise dealing with the Local Act so to prevent any want of harmony between the local and general Acts. It should be observed that machinery of a similar nature seems to be contained in the Public Health Act, 1872, for by the second sub-section of the 22nd section it is provided that "in the case of a borough comprising within its area the whole of an Improvement Act district, or having an area co-extensive with such district, the Local Government Board (which now exercises the functions formerly vested in the Secretary of State) may, by provisional order, dissolve such district and transfer to the council of the borough the jurisdiction and powers of the Improvement Commissioners of such district." What possible meaning can be given to this provision if the powers of Local Acts are already transferred to the urban sanitary authority? Again, by the 33rd section of the Act, it is provided that the Local Government Board may, on the application of the sanitary authority of any district, by provisional order wholly or partially repeal, alter, or amend any Local acts in force within such district which relate to the same subject-matters as the Sanitary Acts. Taking all these provisions together, it would seem that the effect of the new Act is merely to dispense with the necessity of adoption of the Public Health Acts by the owners and ratepayers; and of itself to constitute urban sanitary districts in various places. All such districts are thereby to be put in the same position as a district in which the Act has been adopted under the former Acts, and in such districts the Local Government Act, 1858, and Public Health Act, 1848, thereupon come into operation. It is part of the scheme of those Acts that Local Acts *in pari materiâ* shall continue in force, but a machinery is provided by which all powers of such Local Acts may be transferred to the authority charged with the execution of the Public Health Acts. There is no repeal of the Local Acts, nor are there any apt words for the transfer of their powers, while there are provisions to which, if such powers were already transferred, it would be difficult to assign a meaning. Some stress is laid by those who contend for the opposite construction on the words in the 7th section—"to the exclusion of any other authority, which may have previously exercised or been subject to the same." But the powers which are to be exercised "to the exclusion," &c., are only the powers which are by the section transferred, and so if those powers do not include powers under Local Acts these words can carry the matter no further. It was probably only meant by them to express more fully that the various authorities constituted by the Acts enumerated in the section were no longer to exercise their powers, but all such powers were to be exclusively exercised by the urban sanitary authority.

It would appear that the contention of those who argue that the powers of the Improvement Commissioners under Local Acts have ceased in such cases as are here contemplated, must be mainly based on the broad and general expressions of the 3rd section of the Act, by which it is enacted that "from and after the passing of the Act, England shall be divided into sanitary districts, which districts shall respectively be subject to the jurisdiction of local authorities, in this Act called urban sanitary authorities and local sanitary authorities." But this mode of construing the section seems hardly tenable in the face of the dilemma before suggested. For according to this construction, either the powers of the Improvement Commissioners must be altogether gone, or they must be transferred to the new authorities, neither of which seems to be the case.

It must be observed that the 3rd sub-section of of the 4th section appears, to some extent, to favour the view that the authority of the Improvement Commissioners is taken from them, for it provides that where any part of an Improvement Act district is situated within a borough or local government district, the remaining part of such Improvement Act district shall continue, subject to the same jurisdiction as before, unless and until the Local Government Board by provisional order otherwise directs. It may be urged that this section, expressly providing that the jurisdiction of Improvement Commissioners shall remain as to the part of their district not included in the urban sanitary district, shows by implication that the jurisdiction of the Improvement Commissioners is gone as to the part so included, but the section is capable of another explanation. The whole of England being, by section 3, divided into urban and rural sanitary districts, *prima facie* all that is not included in urban sanitary districts must be included in rural sanitary districts, and this provision is necessary to prevent the remaining part of an Improvement Act district, part of which is included in an urban sanitary district from being included in a rural sanitary district, which it otherwise would be. There is, no doubt, a good deal to be said on the score of convenience against the construction of the Act that is here indicated, inasmuch as it preserves in some places where there are Local Acts the conflict of jurisdiction, which it was the principal object of the new Act to prevent; but it must be remembered that a machinery is given by which this conflict may be prevented, and even if this were not so it seems difficult to stretch the plain meaning of the words that have been employed to the extent which is required to make them include a transfer of the powers of the Local Acts to the urban sanitary authorities.

NEGLIGENCE.

To speak of "wilful negligence" is a contradiction in terms, wilfulness implying, and negligence excluding, the idea of a deliberate purpose and intention. The confusion arises chiefly from the application of a wrong criterion of negligence, but in part also from the fact that it is often difficult to determine whether the state of mind of the doer of the act is negligent or wilful. A man may up to a certain point know and understand the probable consequences of his act, but yet under pressure of surrounding circumstances, from want of interest, or from the influence of motives which warp his judgment, may realise them so faintly that he fails to give them that weight and significance which a reasonable and prudent man would. And, since the measure of his duty of care with respect to what may affect others injuriously is the care which a reasonable and prudent man would take, in failing to use that care he violates his duty, and is guilty of negligence. He equally fails in his duty, if, without actually knowing the probable consequences of his act, he acts under circumstances which would give a reasonable

and prudent man warning, for there is as much a duty to take care to inquire and know, as, knowing, to act with care. Again, if a man without skill and experience does an act which requires peculiar skill and experience, and which, if done without them, is likely to be injurious to others, he does what a reasonable and prudent man would not do, and is guilty of negligence.

In judging of negligence, therefore, the criterion is an external one; the duty of care is determined by the circumstances, and the test of negligence is a comparison of what, under the given circumstances, a reasonable and prudent man would do. Thus the duty of care (and, therefore, also negligence) is in one sense absolute, that is, in being determined by a general test; in another sense it is relative, that is relative to the circumstances and the means of knowledge of the person acting.

The question of wilfulness on the other hand is a question altogether as to the state of mind of the person acting. If he did not actually know, he cannot have deliberately intended; a man cannot intend consequences which, though probable, are unknown to him. Nor can a man properly be said to intend a thing which, though present to his mind as a possible consequence of his act, he does not reckon as probable, although had he acted in a reasonable and prudent way he would have thought it probable. Under these circumstances, though he may be negligent, he cannot be wilful.

Indeed, a man cannot properly be said to intend a particular result, unless he actually purposes and designs to bring it about; and if this use of language were strictly adhered to, confusion could hardly arise; but, by an unfortunate and inconvenient extension of the term, a man is said to intend a result when he clearly knows it to be the highly probable consequence of his act, and does not intend, but disregards it, and perhaps even where, having actual warning to inquire into its consequences, he chooses not to make the inquiry. Even with this extension of the term, however, to make an act wilful, there must exist a deliberate intention to risk foreseen consequences, or to risk the consequences of an ignorance known to be dangerous.

Thus, in determining the question of negligence, we have only to put ourselves in the position of the person whose act we judge, and we judge rather his act than himself; when a question of wilfulness arises, we have to realise to ourselves as far as possible his actual state of mind. But as the state of a man's mind is often not evidenced by his own declaration of intention, but inferred from circumstances, words, and acts, which show what his intention must have been; and as there are degrees of clearness and certainty in knowledge, and of probability in the consequences of an act, and of intelligence in men, the same external facts will prove one man wilful where they would only show another to be negligent; and with respect to the same man the same facts may seem to some to prove only negligence, and to others may seem to prove deliberate intention or wilfulness; and it is impossible to draw the line where the knowledge and perception of consequences is so clear, that a man may be said to have intended that which was the probable, and is the actual, result of his act. That is, however, no reason why wilfulness and negligence should be confounded; it would be as reasonable to confound negligence and care, on the ground that no precise criterion exists of what are probable consequences, and that it is often difficult to say in particular circumstances whether due care has or has not been used.

These remarks are suggested by two recent cases. In *Macaulay* v. *Furness Railway Company* (21 W. R. 140) the plaintiff sued for personal injuries caused by the defendants' negligence; the defendants pleaded that he undertook to be carried at his own risk; he replied that the injuries happened through the wilful negligence of the defendants, and upon demurrer to this replication, the Court of Queen's Bench held that the word "wilful" carried the matter no further, adding that they could attach no meaning to "wilful negligence." They might have said that if the word "wilful" did add anything to the allegations in the declaration, it added a totally different ground of action from that declared upon.

In *Tharsis Sulphur and Copper Company* v. *Loftus* (21 W. R. 109) the plaintiff sued an average adjuster for negligence in making the adjustment, to which the defendant pleaded by setting out the agreement under which he acted (being a written agreement to refer a disputed claim to him) and averring that he acted *bonâ fide;* a demurrer to this plea was overruled by the Court of Common Pleas. The defendant was in the same position as the broker in *Pappa* v. *Rose* (20 W. R. 784, L. R. 7 C. P. 525) and on the authority of that case could not be sued for want of skill; but the plaintiff attempted to distinguish the present case on the ground that negligence was charged. The distinction is imaginable between a man's undertaking that he has skill, and undertaking to use such skill as he has, but, misconduct being negatived, how is it to be discovered that he has been negligent? It can only be proved by showing that he arrived at an erroneous or absurd result. But if the result is absurd or palpably erroneous, it tends rather to show that he wanted skill than that he failed in using his skill carefully. Skill is not an absolute quality or thing. It is skill in doing the act required; it lies not merely in knowledge, but in the application of knowledge. Either the man knew what was right and did what was wrong, or chose not to know which was right and which was wrong, and so did what was wrong, in either of which cases he was guilty of bad faith and did a wilful wrong; or he did not know what was right, and that was want of skill. A man must be diligent according to the circumstances; if the circumstances are such as require a particular kind of skill there must be a skilful diligence, and it is impossible to separate the skill from the diligence, into which it enters as a part. If, then, where skill is necessary, the obligation to skill is negatived, it is impossible to retain the obligation to diligence; it would render nugatory the previous exemption.

RECENT DECISIONS.

EQUITY.

SUIT TO SET ASIDE A POLICY—SUBSEQUENT ACTION ON THE POLICY—INJUNCTION.

Hoare v. *Bremridge*, L.C. & L.JJ., 21 W. R. 43, L. R. 8 Ch. 22.

This is an important case, and deserves the careful consideration of the profession. The suit was instituted by the Sun Life Assurance Society, after the death of Mrs. Formby, one of its policyholders, for the purpose (1) of obtaining a declaration that her policy had been obtained by misrepresentation and ought to be cancelled, and (2) of restraining her executor from bringing any action at law on the policy. Mrs. Formby died on the 1st of February, 1872, and application was soon afterwards made for payment of the sum assured, which the Society in April, 1872, promised to make on the 21st of June, 1872. The Society, however, alleging that subsequently to this promise fraud and misrepresentation had been discovered, filed the present bill on the 14th of June. On the 21st of June, the day appointed for the payment, Mrs. Formby's executor, one of the defendants in equity, commenced an action at law on the policy. On the 30th of July, 1872, and before the defendants in equity had put in their answers, the plaintiffs moved before Vice Chancellor Malins for an injunction restraining the action. The Vice-Chancellor refused the application (see the report in L. R. 14 Eq. 522), and his refusal was upheld by the full Court of Appeal.

The points to be gathered from a consideration of the facts of the case and the judgments delivered are—First, that in cases of this kind the Court of Chancery reserves to itself the fullest discretion as to the exercise of its un-

doubted jurisdiction to withdraw the question from a Court of Law. Secondly, that in using this discretion, the Court altogether refuses to be hampered by the fact that its assistance has been invoked before any appeal has been made to a Court of Law. No hint, it is true, is given as to what would have been the action of the Court if the proceedings in the suit at the date of the commencement of the action had already taken some substantial form, but this, although an element deserving of consideration, could hardly be held in itself conclusive in favour of restraining the action. Thirdly, it was admitted by the Court that in cases of this kind the procedure of the Court of Chancery is less happily constituted than that of the Courts of Common Law for doing speedy, inexpensive, and perfect justice between the parties; and the Lord Chancellor followed out this admission to its logical results when he intimated that in the suit (which of course was not displaced or interrupted by the refusal of the motion for an injunction) the Court of Chancery would act upon the verdict and judgment at law.

The practical result of the decision seems to be that assurance companies, who, it would seem, prefer to have their contests with individuals settled by a judge rather than by a jury, and who have an undoubted right, if they believe a policy has been obtained from them by fraud, to institute and carry on a suit in equity for the cancellation of the policy, must be prepared, when they institute such a suit, to run the risk of finding it practically take the form of a suit in which the whole issue is directed to a jury at common law.

PURCHASE AT AUCTION—MISTAKE.

Torrance v. *Bolton*, L.JJ., 21 W. R. 134.

We have little to add to our previous comments on this case, which we noticed at some length when it came before the Court below (see 16 S. J. 655). The decision of the Vice-Chancellor has been affirmed. The principal value of the case lies in the condemnation pronounced by both Courts on the common but reprehensible practice which prevails in many parts of the country of not producing the conditions of sale until the actual time of the auction. The tendency of the proceeding must be to damp sales. No trustee, for example, can bid for an estate if he has had no opportunity of perusing and considering the conditions of sale beyond that afforded in the hubbub of an auction room. We ourselves remember an unreported case in which the trustees of a settled estate applied for leave to bid for a property which was surrounded by and indispensable to the full enjoyment of the settled estate, and the Master of the Rolls declined to give them leave except at their own risk, when it appeared that the conditions would not be produced until the time of sale. When it comes to be understood that the practice is detrimental to the interest of vendors as well as of purchasers, it may be expected to cease.

COMMON LAW.

ARBITRATOR—NEGLIGENCE.

Tharsis Sulphur and Copper Company v. *Loftus*, C.P., 21 W. R. 109.

We have noticed this case in one of its aspects elsewhere; but it is worth while to call attention to the distinction made in it between an arbitrator and certain persons who discharge similar functions, but do not come within that description. The position of an arbitrator is so well fixed that in the present case, which was against a broker for discharging with negligence, but *bonâ fide*, the functions of an average adjuster, it was scarcely suggested that the action could have been maintained if the defendant had been an arbitrator properly so-called; but it was rather contended that he was not properly called an arbitrator, and was therefore, not within the principle which protects arbitrators. The Court held that if he was not an arbitrator, he was, at least, in the position of an arbitrator, and enjoyed the same privileges. For other purposes, and especially for the purpose of statutory provisions relating to arbitrators, a distinction has been drawn between arbitrators who are to pronounce a judgment of winning and losing between the parties, and persons who are only appointed to determine a particular fact in such a way as that their decision shall be conclusive evidence between the parties upon that fact; and it has been held that mere valuers are not for these purposes arbitrators (*Bos* v. *Helsham*, 15 W. R. 259, L. R. 2 Ex. 72, following *Collins* v. *Collins*, 7 W. R. 115, 26 Beav. 306). But, so far as concerns the conclusiveness of their decisions, such persons have been treated as on the same footing as arbitrators (*Freeman* v. *Jeffries*, 17 W. R. C. L. Dig. 86, L. R. 4 Ex. 189), and in *Pappa* v. *Rose*, (20 W. R. 784, L. R. 7, C. P. 525), and the present case, they are brought within the same rule as arbitrators with respect to their protection from liability to an action. It is to be observed that it is not laid down that they are not liable for *mala fides* or misconduct (see per Blackburn, J., in *Pappa* v. *Rose*, L. R. 7 C. P. at p. 526), nor has it ever been decided that an arbitrator would not be liable on that ground (see *Wills* v. *Maccarmick*, 2 Wils. 147). What is decided is, that when two persons agree to refer a matter in dispute to a third person, it is not to be implied that he warrants either skill or "due diligence."

With respect to the case of *Jenkins* v. *Betham* (15 C. B. 168), where an action against valuers was sustained, it must be noticed that the rule was made absolute for a new trial expressly on the ground that the verdict was against evidence; the case, therefore, lays down no rule of law but this, that a valuer undertaking to value as between two persons, may "undertake that he is competent," an undertaking which the Court thought had been there made, but which by the very terms of their judgment was a question of fact for the jury. Parke, B., who tried the case, had been of a different opinion, and it may be thought that the recent cases tend to support his view rather than that of the Court of Common Pleas. It is true that valuation was there the defendant's actual calling or profession; but so in the present case was the adjustment of averages.

VALUABLE SECURITY.

Guardians of the Poor of West Ham v. *Ovens*, Ex., 21 W. R. 143.

The term "valuable security" (occurring in 12 & 13 Vict. c. 103, s. 16), was in this case held by the Court to include a judgment, and in the opinion of Channell, B., it would also include a verdict.

CHARGING ORDER—SHARES.

Gill v. *Continental Union Gas Company*, Ex., 21 W. R. 111, L. R. 7 Ex. 332.

The plaintiff in this case was by no means in want of *primâ facie* arguments in his favour. He sued the defendants (under section 15 of 1 & 2 Vict. c. 110) because, after notice to them of a charging order obtained by him on shares in their company, they had allowed a transfer of these shares to be made to another person. Their defence was that, before the order, the shares had already been sold to the person to whom they were afterwards transferred. Some cases under section 14, and in particular *Cragg* v. *Taylor* (14 W. R. 399, L. R. 1 Ex. 148), had decided that if the shares actually stood in the name of the judgment-debtor, unless he were merely an executor or administrator, the order should be made, leaving it to equity to determine how far the order could be made available. But if the words "in his name *in his own right*" were to be restricted to the case of the nominal shareholder being an executor (as was done in *Cragg* v. *Taylor*), it seemed impossible for the plaintiff in the present action (under the words of section 15) to fail. The Court, however, without directly impeaching the cases referred to, refused to carry the principle to this practically unjust and absurd conclusion. Indeed, Bramwell, B., went further, and

distinctly expressed his concurrence with the views of Erle, J., in *Watts* v. *Porter* (2 W. R. C. L. Dig, 136, 3 E. & B. 743, 759). It is impossible not to regard this decision as throwing some doubt on *Fuller* v. *Earle* (7 Ex. 796), and *Cragg* v. *Taylor*.

CARRIER—NEGLIGENCE.

Macaulay v. *Furness Railway Company*, Q.B., 21 W. R. 140.

If railway companies had been left in possession of their rights under the Carriers Act (11 Geo. 4 & 1 Will. 4, c. 68), as these were established in *Hinton* v. *Dibbin*, 2 Q. B. 646, and enjoyed by them in *Austin* v. *Manchester Sheffield, and Lincolnshire Railway Company*, 10 C. B. 454, and *Marshall* v. *York, Newcastle and Berwick Railway Company*, 11 C. B. 655, this action would scarcely have been brought. But the Railway and Canal Traffic Act (17 & 18 Vict. c. 31) having narrowed their liberty of contract in certain directions, it seems to have occurred to some persons that this liberty was in some manner limited as to matters not included in that Act, and that they were unable effectually to contract with a passenger that he should be carried at his own risk, in the same way as a common carrier was previous to the Carriers Act unable effectually to contract against liability for his own "gross negligence" (as it was termed) in respect of goods (see *Hinton* v. *Dibbin*, 2 Q. B., at pp. 659, 663). The plaintiff, who had contracted to be carried at his own risk, here sued the defendants for personal injuries caused by their negligence, and to their plea setting up the special contract, he replied that the injuries were due to their "gross and wilful negligence." The first epithet has been for some time banished from legal phraseology: if there has been as much care used as the circumstances demanded, the duty has been fulfilled; if not, a liability has been incurred, which is not increased by calling the negligence "gross." But in attempting to aggravate the case, the plaintiff added that it was "wilful." This, however, was really to deny to the act complained of the character of negligence at all, and the replication was without difficulty held bad.

REVIEWS.

A Selection of Cases on Sales of Personal Property, with References and Citations. By C. C. LANGDELL, Dane Professor of Law in Harvard University. Vol. I. Boston: Little, Brown & Co. London: Stevens & Haynes.

It is now about a year since we noticed a volume of select cases on contract compiled by the present author. The plan adopted appeared to us useful as well as original, and we think that the experience of any who may have been in the habit of using that work will bear out our judgment. At the same time we noticed that the execution of the work was unequal, and in some parts by no means up to the level of the design. The preface to the present work informs us that the author is about to bring out a second volume of select cases on the same subject; when that is done we trust the demand for his work will be such as to enable him in a second edition to correct some of the defects which we were compelled to notice.

Meanwhile the author presents us with another work constructed on the same principle, in which he deals exclusively with the sale of personal property, a subject which certainly affords scope for a distinct work. The same plan is pursued as in the former volume; the subject is divided into heads, and in each subdivision, first the English, and then the American decisions, are given in chronological order. The first chapter, occupying two-thirds of the volume, deals with the Statute of Frauds, and here we are reminded that there is not in the States any such supplementary legislation as is contained in Lord Tenterden's Act, which has here extended the provisions of the Statute of Frauds to the sale of goods to be hereafter made. Nevertheless their courts have gone far to shake off the narrow construction placed on the Statute of Frauds by early decisions; and in this direction the Courts of Massachussets seem to be those which have gone farthest, the case of *Gardner* v. *Joy* (p. 29) following out the principle of *Garbutt* v. *Watson* (5 B. & A. 613) to an extent which almost renders any such supplementary enactment unnecessary. It may be observed also, that the sale of shares, which has here been held not to be within the statute (*Humble* v. *Mitchell*, 11 A. & E. 205), is in the States treated as a sale of "goods" and "merchandise" (*Tisdale* v. *Harris*, p. 75). Under the head of "acceptance and receipt," we are surprised to see how very few American decisions the author has thought fit to include, the English cases occupying nearly 200 out of the 230 pages devoted to this perplexed subject; and we must add that the remaining 30 or 40 pages can by no means compete with them, either in reasoning power, or in the weight of names. The same remarks are true, though in a less degree, of the long 6th section, which deals with the question of what is a note or memorandum in writing, and we cannot help noticing one disadvantage under which American case law labours as compared with English, that whilst with few exceptions the rules of law are the same in all the Northern States of the Union, the decisions of one State naturally do not possess the same binding force in another State, as the decisions of any one of our Courts does in every other Court in England. Hence there is less uniformity of decision. Upon one very important point, indeed, the legislation of New York has innovated upon the rule of the Statute of Frauds, by requiring the note or memorandum to be "subscribed" instead of "signed;" an alteration we should think of very doubtful utility.

The second part of the volume deals with "executed and executory sales," the question being from first to last, under what circumstances does the property pass to the vendee. Under this head the divisions are less clearly marked out by the subject-matter than in the first part; but upon the whole they are convenient and practical. It is impossible, however, not to observe in looking through the 2nd and 4th sections, which deal respectively with sales of specific goods to which something remains to done, and sales of goods not specified, that the cases so much run into one another as scarcely to admit of separate classification. The very thing that remains to be done is under both heads often the very act of rendering the goods specific. With respect to the question of whether the property vests where something remains to be done, we observe that the American cases seem to have gone farther than the English in holding (which our own authorities tend to) that the only kind of act, the want of which prevents the vesting of property on a sale, is an act required to identify the thing, and not an act which ascertains the price. They have also gone farther than the English in allowing the transfer of property in unascertained, that is unsevered, portions of a bulk quantity.

To a practising lawyer this volume, like the former one, will be found a very convenient book of reference; the more so as the index with which it is provided, instead of merely referring the reader to a particular case where a point is treated of, is a summary of the rules to be extracted from the cases—is in fact a condensed treatise, distributed under convenient heads, of the branch of law with which the volume deals, and is clearly and carefully executed. The work, though bulky, is very pleasant and interesting reading, but we entertain some doubts how far it is suited to the purpose for which it was principally designed—a text-book for students. A lawyer at all familiar with the subject will be able to content himself with skimming the cases; but a student who has yet to learn what the book contains will probably look with some alarm and repugnance at the huge and closely printed volume of over 1,000 pages. It might with great profit to the student, and without loss to the practising lawyer, have been very greatly condensed, some cases might well have been omitted, and in many more the copious statement of facts, and the long and elaborate arguments, might have been very much abridged. This would, no doubt, have cost the compiler more labour, but the result would have been far more satisfactory. It would have been convenient, also, since the cases are arranged in chronological order, and an earlier case is often qualified by one which occurs many years after, to have assisted the student by cross references. The design of the work appears to us so good, that we cannot but regret that more pains have not been taken to make it thoroughly serviceable. But it is a fault of most American text-books, including some of the very first rank, to indulge in a lavish copiousness, which often makes them more agreeable reading, but less useful guides.

Blackstone Economised; being a Compendium of the Laws of England to the Present Time. By DAVID MITCHELL AIRD, Esq., of the Middle Temple, Barrister at Law. London: Longmans, Green & Co. 1873.

Mr. Aird quotes Sir John Fortescue's opinion that a person of ordinary capacity might attain an adequate knowledge of the law, consistent with the *status* of a gentleman, within the brief period of one year, without neglecting his other avocations; a remark, true perhaps in his time, but certainly inapplicable to the present condition of things. In our days no such royal road to knowledge exist, and an acquaintance with law, adequate even for the requirements of a gentleman, can only be acquired by a much more severe process than that contemplated by the early judge. We think that Mr. Aird's book will be of service in the first stages of this process. The non-professional reader will find in it an intelligible and concise outline of the laws of his country, and legal students may with advantage adopt it as an introduction to their subsequent course of reading. The work appears to be clearly written, and on the whole, considering the extensive nature of the subject, it is characterised by commendable accuracy. Where anything approaching to an error occurs it is usually rather in the shape of omission than of commission, and may in some cases be due to Mr. Aird's laudable wish to keep his work within reasonable limits. It is certainly desirable, however, that in some places rather fuller information should be supplied—as, for instance, in the section relating to distress, in which some, but not all of the classes of things exempted from distress are enumerated. These defects will doubtless be remedied in the next edition, and in the meantime we may commend the book as likely to be useful for the purposes indicated above.

APPOINTMENTS.

Mr. GEORGE KNOX, of No. 3, Bloomsbury-square, W.C., has been appointed a London Commissioner to administer oaths in Chancery, and also a Commissioner to administer oaths in the Courts of Common Law.

GENERAL CORRESPONDENCE.

*** J. R. is reminded that he has not furnished us with his name and address.

THE VACANCY IN THE LANDED ESTATES COURT.—The Council of the Incorporated Society of Attorneys and Solicitors of Ireland on the 15th instant unanimously passed the following resolution in reference to the office of Judge of the Landed Estates Court, Ireland, now vacant by the death of Judge Lynch:—That the attention of the Government be respectfully called to the present position of the business of the Landed Estates Court, one half of which, to the great loss and injury of the public, is now left derelict by reason of the non-appointment of a successor to the late Judge Lynch. That the Landed Estates Court being established for selling every description of landed property, whether incumbered or unincumbered, for selling settled estates, carrying out private contracts for sale with indefeasible title, giving owners of estates declaration of title, for partitioning estates, empowering limited owners to charge the succession in the estate for their improvements, and to exercise increased leasing powers; and that Court having had recently conferred on it by the Land Act of 1870 the most extensive and valuable powers for carrying out the machinery of that important Act, we are of opinion that any attempt to limit its working to one judge will be attended with the most disastrous results to the public. We are also of opinion that powers so great and exceptional should not be thrown on one judge (however able, as in the instance of the present judge) without his having the advantage of consultation with and the advice of a colleague.—(Signed) RICHARD J. THEO. ORPEN, President; JOHN H. GODDARD, Secretary. 16th January, 1873.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Nov. 2.—*Re Royal Naval, Military, and East India Company Life Assurance Society.*

Life assurance company—Transfer of assets and liabilities from one assurance company to another—Claim to follow assets—Assets stamped with trust.

The deed of settlement of the R. N. Assurance Society provided that the Society might be dissolved, and that thereupon the directors should, after satisfying the immediate liabilities of the Society, obtain from the trustees of some other assurance company an undertaking to satisfy the remainder of the Society's liabilities arising from assurances, annuities, or other contracts when the time for the payment of the same should arise, and should for that purpose cause to be transferred to some of the trustees of such other assurance company so much of the funds of the Society as should be agreed upon between the contracting parties, as sufficient, with the premiums which might become payable, to enable the company from whom such undertaking should have been obtained to comply therewith.

It was determined that the R. N. Society should be dissolved, and the directors entered into an arrangement with the E. Assurance Society for the transfer of its business and liabilities, together with assets sufficient to meet the same, to the E. Society. This arrangement was carried out by means of certain deeds, by which the R. N. Society assigned to the E. Society, "absolutely and for their own use," the sum of £83,951 7s. 3d., which, it was recited, was the proportion of the R. N. Society's assets agreed upon as sufficient to enable the E. Society to meet all the debts and liabilities of the R. N. Society; and the E. Society, in return, covenanted that their assets should pay and satisfy all such debts and liabilities.

Subsequently both societies were wound up.

Held, that the assets of the R. N. Society thus transferred to the E. Society were not impressed with any trust in favour of the creditors of the R. N. Society at the date of the transfer.

The question to be decided in this case was whether certain assets of the Royal Naval, Military, and East Indian Life Assurance Society, which were transferred to the European Assurance Society by virtue of a deed of assignment of the 17th September, 1866, were impressed with a trust in favour of the then creditors of the Royal Naval Society.

The deed of settlement of the Royal Naval Society, which was dated the 1st January, 1839, in the 172nd clause provided that the society might, on the observance of certain formalities, be dissolved. The 173rd clause further provided—"That immediately upon the dissolution of the company the court of directors shall, out of the funds or property of the company, pay and satisfy all immediate claims and demands on the company arising from assurances, annuities, or other contracts or engagements, and shall, but (subject and without prejudice to the provision hereinafter contained) obtain from the directors or managers of some other assurance company or society an undertaking to pay and satisfy all or any such as the court of directors may think proper, of the remainder of the claims and demands on the company, arising from assurances, annuities, or other contracts or engagements, when and as the time for the payment and satisfaction of the same shall respectively arrive, and shall cause to be transferred to some of the trustees of such other assurance company or society so much of the funds or property of the company as shall be agreed upon between the contracting parties as sufficient, with the premiums that may become payable in respect of all or any of the existing policies, to enable the company or society from whose directors or managers the undertaking shall have been obtained, to comply therewith, and shall make such arrangements with the said directors or managers in regard to the said undertaking as the court of directors shall, in their discretion, think fit, and shall cause to be done and executed all such acts and deeds and things as, in the opinion of the court

* Reported by W. Bousfield, Esq., Barrister-at-law.

of directors, shall be necessary or advisable for carrying the said arrangement into effect."

In August, 1866, it was determined that the Royal Naval Society should be dissolved, and its business and liabilities, together with assets sufficient to meet the same, transferred to the European Assurance Society. A provisional agreement was entered into between the societies on the 6th August, 1866, in which it was agreed that "the presumed realisable value of the property and assets of the Royal Naval Society should be taken at the sum of £98,060 7s. 3d., of which £83,951 7s. 3d. should be taken as the agreed and sufficient proportion, together with the said premiums to become payable on the existing policies of the Royal Naval Society, to enable the European Society to pay and satisfy the aforesaid liabilities, debts, and engagements of the Royal Naval Society; and such proportion of the said property and assets should, in consideration of, and subject to the European Society so undertaking to pay and satisfy all such liabilities, debts and engagements, be transferred to the trustees of the European Society, or some of them, or otherwise be held in trust for that society."

The transfer was finally carried out by two deeds of the 17th September, 1866, the first of which, being the deed of assignment, after reciting the above-mentioned agreement, and that in pursuance thereof the European Society had satisfied so much of the claims against the Royal Naval Society as had matured up to the 6th August, 1866, witnessed that the directors of the Royal Naval Society assigned the business of the said society, and such of the assets thereof forming part of the said £83,951 7s. 3d., as had not already become vested in the society, or their trustees, to the European Society, their successors and assigns, to have and hold the same "absolutely and for their own use." By the second deed, being that of amalgamation, the European Society covenanted that it and its assets, including the assets assigned by the Royal Naval Society, would pay and satisfy the liabilities of the Royal Naval Society, and would indemnify the shareholders of that society against such liabilities.

In January, 1872, the European Society was ordered to be wound up, and in March, 1872, a further order for winding up the Royal Naval Society was made.

After the above-mentioned deed of assignment the assets of the Royal Naval Society were mixed with those of the European Society; but part of the said assets, consisting, among other items, of £4,000 Chatham and Dover Railway stock, and a leasehold house, No. 17, Waterloo-place, Pall-mall, continued to be in the possession of the European Society at the date of the order to wind up.

Waller, for the trustees of the Royal Naval Society, contended that the assets transferred to the European Society were stamped with a trust for the payment of the policyholders of that society.

Cookson, for the joint official liquidator of the European Assurance Society, was not called upon.

Lord WESTBURY said—This case has been very properly brought forward, for it was quite impossible to have proceeded with this liquidation, with this claim outstanding, and until the question of the validity of the claim, abstracting, as it would, a considerable portion of the assets, had been decided. It has therefore been brought forward by the trustees of the Royal Naval Society in a very proper manner. But the nature of the case, although it is rather a singular one does not seem to me to admit of any reasonable doubt being entertained. By the deed of settlement of the Royal Naval Society provision was made for the keeping in hand the property of the company. By the 172nd section, the dissolution of the company is provided for. Then, by the 173rd section, the question of what was to be done in the event of that dissolution is taken up. And, first of all, the trustees are directed out of the accumulated property of the Royal Naval Society to pay all those debts which admitted of present payment. There would naturally be a great number of debts that did not admit of present payment; there would be contingent liabilities that might or might not ripen into debts. There would be a number of engagements that were *solvenda in futuro*, therefore, with regard to them, no present action could be taken for the purpose of relieving the society and the shareholders of the society.

Well, then, a very prudent step is next taken in the deed, and it is this. The trustees of the Royal Naval Society are authorised, with regard to this portion of its liabilities, to contract with another company that such other company will take on its shoulders these liabilities, and will indemnify the shareholders of the Royal Naval Society from these liabilities whenever they shall arise. But then it was felt that of course the assets of the company remaining after the payment of the present debts would represent a fund out of which these future liabilities would have to be paid if there was no amalgamation with another company; and therefore it is provided by the 173rd section that such portion of the assets of the Royal Naval Society, remaining after payment of present debts, as would, in the opinion of its own trustees and the trustees of the directors of any company with whom it contracted, be enough to enable that company to be sure of paying the creditors, should be abstracted from the whole body of the remaining assets, and should be handed over to the company. And the question that arises is this—did they intend, or can it be fairly imputed to them, having regard to the words used, that the portion of assets so abstracted from the general mass was still to be kept apart as a separate fund by the directors of the company to whom it should be handed over, or was it intended that it should be regarded as a consideration by such recipient company for the covenant that they entered into to indemnify?

A very little more or a very little less than what we have might probably have furnished sufficient ground for that contention. But it cannot be maintained consistently with the express words that we have here. First of all, in the 173rd clause, it is distinctly said that they shall "cause to be transferred to some of the trustees of such other assurance company so much of the funds or property of the Royal Naval Society as shall be agreed upon as sufficient, with the premiums which may become payable, to enable the company to comply therewith." There is nothing at all approaching to the continuance of a trust, or a declaration of a trust in the recipient company. I mean by recipient company, the company that was to receive from the Royal Naval Society this agreed amount of funds. They are to receive it absolutely. They may throw it into their assets. It is an augmentation of their means, and it is in order that they may be strengthened in their solvency and in their property, and, therefore, the better able to comply with the undertaking to indemnify, which is the consideration to be given by them for the acquisition of this additional property.

Then, as if to render the matter clear beyond the possibility of doubt, the next deed that we get to is the deed of assignment, and after distinguishing the amount of the property which was to be regarded as the consideration for the indemnity and stating its value, and showing how parts of the assets had been disposed of for the benefit of the European Company, the entire remaining assets of the Royal Naval Society are expressly assigned and transferred by the Royal Naval Society to the European Company, to hold to the European Company "absolutely and for their own use"—words which utterly exclude the notion of any trust being intended, and utterly exclude the notion of that which might be short of a trust, the obligation to keep the property so transferred, apart, separate, and intact, to answer from time to time the demands in respect of the future debts of the Royal Naval Society. Both hypotheses, both contentions, are utterly excluded by those words; and no words could have been chosen more apt and more effective to express the thing intended, namely, that the property which is the estimate of the amount of future liabilities was to become immediately the absolute property of the European Company.

We come next to the deed of amalgamation, and an argument has been attempted to be founded on the covenant to indemnify contained in that deed. Whenever parties who enter into a covenant intend to exclude the personal liability, but to admit of liability only to the extent of the property, that is expressed in the introductory words, but here the covenantor does not intend that he should be personally answerable, but that he shall be answerable only to the extent of the property of the company, and, as if to exclude the possibility of the implication contended for, the property transferred to the European Company by the deed of assignment is referred to and specified as being

part of the property of the European Company, and to the extent of that, as well as to the extent of the other property of the European Company, the covenant extends.

Now, I do not think that the trustees of the Royal Naval Society would have done right to permit this to pass *sub silentio* without taking the opinion of the Court; they have done it in the most convenient form, and in the least expensive way. I decide against them; but as they have brought it forward in a manner which saves the European Company from a great deal of trouble, I think it right, although I declare contrary to their application, to give them the costs of the application out of the assets of the European Company. That will be, in effect, out of the fund.

Solicitors for the European Assurance Society, *Mercer & Mercer.*

Solicitors for the trustees of the Royal Naval, Military, and East India Company Life Assurance Society, *Garrard & James.*

COURT OF CHANCERY.

(Lord Chancellor and Lords Justices.)

Dec. 24.—*Re The Pen'Allt Silver Lead Mining Company (Limited).— Fothergill's case.*

Contributory—Winding up of company—Subscriber of memorandum of association—Agreement to sell property to company in consideration of paid-up shares—Allotment of paid-up shares only—The Companies Act, 1867 (30 & 31 *Vict. c.* 131) *s.* 25.

In the case of a limited company formed since the Companies Act, 1867, *the liability of a subscriber of the memorandum of association to pay for the number of shares for which he has subscribed, cannot be satisfied by the allotment to him of fully paid-up shares, which the company are bound to give him under an independent agreement for the sale of property by him to the company.*

This was an appeal from a decision of the Master of the Rolls. The memorandum and articles of association of this company were registered on the 9th October, 1869. On the 30th September, 1869, an agreement had been entered into between three persons, named Fothergill, Craig & Pennington (called the vendors), and one Hewitt, as a trustee for the intended company, by which the vendors agreed to sell a lead mine to the company when formed for £20,000, half of which was to be paid by the allotment to the vendors of 5,000 shares of £2 each in the company, to be taken as fully paid up. The memorandum of association of the company was subscribed in the ordinary way by Fothergill and Craig for 1,000 shares each, and by Pennington for 100 shares. The articles of association authorised the directors to carry out the agreement of the 30th September, 1869 (which was appended to the articles), and Fothergill, Craig and Hewitt were appointed the first directors of the company. The agreement of the 30th September was registered with the memorandum and articles. Fothergill was registered as the holder of 1,570 fully paid-up shares, and he was not treated as entitled by reason of his subscribing the memorandum to any other shares. Including the 5,000 shares to be given to the vendors, 15,000 shares (out of 20,000 into which the authorised capital was divided) were allotted, and all these, except the 5,000, were paid up in full in cash. After the winding up the liquidator, ought to place Fothergill on the list of contributories for 1,000 shares in respect of which nothing had been paid, and the Master of the Rolls decided that this must be done. Fothergill appealed.

De Gex, Q.C., *Roxburgh*, Q.C., and *Woodroffe*, for the appellant.

Southgate, Q.C., and *Cracknall*, for the liquidator.—*Drummond's case*, 18 W. R. 2, L. R. 4 Ch. 772; *Pell's case*, 18 W. R. 31, L. R. 5 Ch. 11; *Re The Baglan Hall Colliery Company*, 18 W. R. 499, L. R. 5 Ch. 346; *Jones' case*, L. R. 6 Ch. 48, were referred to, and also the Companies Act, 1867, section 25.

Lord Selborne, C., thought that the previous cases were distinguishable on the facts, and that there was no agreement proved that the paid-up shares should be allotted in satisfaction of the liability upon the shares for which Mr. Fothergill had subscribed the memorandum. But at any rate the law had been materially altered by the Act of 1867, and though the words "payable in cash" ought not to receive a narrow or technical construction, yet to hold that, in the absence of a written agreement, the shares could be paid for by anything but cash or property which the company had agreed to pay for in cash, would be to make section 25 absolutely nugatory.

Mellish, L. J., expressed some doubt whether an agreement might not be inferred between the parties that the paid-up shares should satisfy the liability on the others, and whether that might not have been sufficient before the Act of 1867. But at any rate it was only a parol agreement, and that was not enough to satisfy the condition imposed by the Act of 1867.

James, L. J., concurred.

Solicitors, *R. W. Stacpoole*; *W. Foster.*

COMMON PLEAS.

(Sittings in Banco before Lord Chief Justice Bovill and Justices Keating and Brett.)

Jan. 17.—*In re an Attorney.*

Garth, Q.C., with whom was *Murray*, on behalf of the Law Society, moved for a rule *nisi* calling on an attorney, to show cause why he should not be struck off the roll. In 1869 the attorney in question applied to the Bradford branch of the Yorkshire Banking Company to make him an advance of £200 on the security of an equitable mortgage of two houses in Bradford. The bank investigated the title-deeds by their attorney, and the hous s in question appeared to have been conveyed to the attorney seeking the loan, and the title appearing all right the bank made him the required advance of £200, on a deposit of the deeds. In August, 1872, the attorney absconded, and was subsequently made a bankrupt. In giving an account of his assets he had signed a statement that he had no title whatever to the two houses of which the bank held the title deeds, having parted with his whole interest in them. It appeared that he had sold one of these houses to A. and another to B., and had acted as solicitor for the purchasers, drawing the title-deeds, and in each conveyance he had inserted a covenant to produce the title-deeds if required, he retaining the title-deeds on the ground, as stated in the conveyance of one of the houses to A., that he was owner of other property to which the title-deeds referred—namely, of the house which he sold to B.; and in the conveyance to B. of the other house, there was the same covenant to produce the title-deeds when required, he retaining them as owner of the house sold to A. He had thus parted with the whole property, and had the title-deeds in his hands with which he went to the bank to raise £200 on an equitable deposit of the title-deeds.

Rule *nisi* granted.

Jan. 21.—*In re an attorney.*

Garth, Q.C., with whom was *Murray*, moved, on behalf of the Law Society, for a rule calling upon an attorney of this Court to show cause why he should not answer the matters in certain affidavits. The attorney was the defendant in proceedings in the police-court in June and July last, and in those proceedings he was successful, but the police magistrate made some observations with respect to him, at which he took offence. He was anxious to bring an action against the magistrate, and, not being himself in a position to bring an action as his own attorney, applied to another attorney of this Court to bring an action for him. The attorney who was thus applied to consulted counsel, who advised that the plaintiff "had not a leg to stand upon." Upon this the attorney who had been applied to said that he did not wish to be mixed up in a matter of the kind, and that he certainly would not act for the other attorney. Upon being urged to let his name be used, he said he would not have his name used; and he wrote to the magistrate that if any proceedings should be taken in his name he would understand that they were taken without his sanction or authority. A short time afterwards he was obliged to go to Ireland on business, and whilst there he saw in the papers that a writ had been issued in his name against the magistrate, and had been served in the most offensive way in the police-court. As soon as he got back to London he went to the police magistrate, and told him that the proceedings had been taken in his name, not only without his authority, but contrary to his express in-

junction. It was under these circumstances that the present motion was made.

BOVILL, C.J., asked whether there was not a section in the Act about using another attorney's name?

Garth.—I have been looking at those sections of the Act, and, although they come very near it, I do not think they quite hit the particular case.

After some further conversation,

BOVILL, C.J., said he was under the impression that there was some clause directed to the case of a person practising in the name of another person.

Garth.—Yes. I think your Lordship is alluding to the 35th section of 6 & 7 Vict.—"Be it enacted that from and after the passing of this Act, in case any person shall in his own name, or in the name of any other person, sue out any writ or process, or commence, prosecute, or defend any action or suit, or any proceedings in any court of law or equity, without being admitted and enrolled, as aforesaid, or being himself the plaintiff or defendant in such proceedings respectively, every such person shall be, and is hereby made incapable to maintain or prosecute any action or suit in any court of law or equity, for any fee, reward, or disbursement, on account of prosecuting, carrying on, or defending any such action, suit, or proceeding, or otherwise in relation thereto; and such offence shall be deemed a contempt of the court in which such action, suit, or proceeding shall have been prosecuted, carried on, or defended, and shall and may be punished accordingly."

BOVILL, C.J.—What court was the action brought in?

Garth.—In this Court. I move in this Court because the action was brought here. My only doubt with regard to that section was this:—The words are, "without being admitted and enrolled as aforesaid, or being himself the plaintiff or defendant in such proceedings respectively." Now, he was the plaintiff in this action undoubtedly, although he chose to use the name of another person.

KEATING, J.—Why was he obliged to use the name of another attorney?

Garth.—Because he had not taken out a certificate, and was not duly qualified to act as an attorney.

BOVILL, C.J.—I suppose there was no difficulty in bringing his own action in his own name?

Garth.—Then he would only have got costs out of pocket.

BOVILL, C.J.—Take a rule to show cause.

Jan. 21.—*In re John Henry Biddles, an attorney.*

In this case a rule had been granted, at the instance of Mr. John Byerley, calling upon Mr. Biddles to answer the matters contained in the affidavits; and subsequently the case was referred to Master Airey.

Murphy now asked that the report of the Master to whom the affidavits had been referred be read.

Master Airey then read his report.

Murphy moved for judgment.

No one appeared for Mr. Biddles.

BOVILL, C.J., asked why the matter had stood over so long.

Murphy said that applications had been made for time to pay, and it had been allowed to stand over.

BOVILL, C.J., said it appeared from the affidavits and the Master's report that the attorney had committed a gross fraud upon the client. Being in a position in which apparently he was not able to re-pay money, which he had agreed to do, belonging to his client, he obtained money out of court on behalf of his client to the extent of £45. That money it was his duty to hand over to his client, instead of which he applied it to his own purposes. This rule was moved for in January last; every indulgence had been shown to the attorney, and the rule had been enlarged from time to time, but not one farthing had been paid. The Master found that there was over £60 due from the attorney to the client. It was necessary that the public should be protected from acts of this kind, and that the integrity of attorneys of this court should be preserved. The judgment of the Court was that John Henry Biddles be suspended from practice for two years, and also until the further order of this Court, in order that the Court might know what his conduct had been during his suspension. Following the precedent in *Re Wright* (12 C. B. N. S. 105), the Court further ordered that Mr. Biddles should pay the costs of the applicant as to the rule and the reference to the Master, and, in default of that, that an attachment should issue for non-payment; but such attachment must lie in the office for one month after the issuing of the same.

COUNTY COURTS.

KEIGHLEY.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Jan. 15.—*Wade* v. *Wade.*

A., an infant, by falsely representing himself to be of full age, induced B. to become surety for the benefit of A. and his brother, upon a representation by A. that the loan was required for their joint purposes. A. agreed that if B. was called upon to pay, and paid any money, by reason of his suretyship, he should be repaid out of the shares of A. and his brother in a trust fund payable on the death of a tenant for life. B., as surety, was called upon to pay and paid moneys on account of A. and his brother to an amount exceeding that of the share of A. in the trust fund. Afterwards the shares of A. and his brother came into the hands of B. Upon an action by A. against B. to recover his share of the trust fund, at the hearing of which it was agreed to treat the case as if an equitable plea had been filed,

Held, that the plaintiff's case failed.

The plaintiff in this case was Thomas Wade, of Stalybridge, and the defendant was Robert Wade, of Silsden. The case had been heard and debated before the Court on several occasions,

Ellison, represented the plaintiff, and *Wheelhouse*, M.P., instructed by *Paget*, the defendant.

The judgment, which we give *in extenso*, so fully explains the circumstances of the case that it is not necessary to preface it by any summary of the facts.

His HONOUR said:—This action was brought to recover the sum of £34 12s. 8d., as money had and received by the defendant for the use of the plaintiff. The defendant pleaded a set-off in respect of moneys paid by him for the use of the plaintiff. By way of replication to this plea the plaintiff gave notice that he should rely upon the fact of his infancy as showing that the payments alleged by the set-off were payments not binding upon him. The defendant by way of rejoinder to this replication alleged that the plaintiff represented himself to be of full age, and the defendant became surety and made the payments as such surety, relying upon the truth of that representation, and upon a promise by the plaintiff that the defendant might retain any payments which he might make as surety out of the fund which the defendant received, and which is sought to be recovered in this action. At the hearing it was agreed between the parties that the case should be dealt with by the Court, as, if the defence so far as it rested upon equitable grounds had been raised upon an equitable plea properly filed and containing all necessary allegations, and that the plaintiff's particulars should be amended by claiming the money as due upon an account stated. The facts are as follows:—Mary Summerscales by her will, dated the 26th day of August, 1852, left a sum of £2,000 to trustees, the interest of which was to be paid to her brother, Thomas Wade, for life, and upon his death the principal was to be divided equally into twelve shares. One of such shares was to be divided equally among the children of her nephew, Thomas Wade, then deceased (son of her brother Thomas, the tenant for life). Thomas (the nephew) had six children, of whom the plaintiff was one, and he therefore was entitled to one-sixth of one-twelfth, or one-seventy-second part of the £2,000, expectant on the death of his grandfather Thomas, the tenant for life. Thomas, the tenant for life, died on the 23rd May, 1869, and the plaintiff's share then became payable. The trustees of the fund were the tenant for life, and Henry Robinson, who survived his co-trustee the tenant for life, but died shortly afterwards, and before the £2,000 had been divided among the parties entitled. Shortly after Robinson's death some of the parties interested obtained through the intervention of Messrs. Wright & Waterworth, solicitors, of Keighley, a portion of the fund for distribution. The one-twelfth share of this portion divisible among the six children of Thomas the nephew was paid to the defendant Robert Wade (who was their uncle, being a brother of their father and entitled in his own right to one-twelfth share of the £2,000) for distribution and division

among the children and as between himself and the persons liable as trustees of the fund, he must be deemed to have undertaken the distribution and division. The sum which he had received was £131 19s., of which one-sixth share of each child was £21 19s. 10d. He paid to four of the children their shares. The other two shares (being those of plaintiff and his brother John, amounting together to £43 19s. 8d.,) he offered to pay if they (the plaintiff and his brother) would come to a settlement with him for moneys which he had paid, as he alleged, on their account, being the moneys referred to in the set-off, amounting to £31 14s. The transaction out of which the claim to set off these payments arose, as the defendant alleged, was as follows. In June, 1862, the plaintiff, who with his brother John had for some years been living at a distance and had very little communication with his uncle, the defendant and other members of the family, came over to Silsden, where the defendant lived, and stated to him that he and his brother John had an opportunity of going into the butchering trade by taking a shop which was then vacant if they could get a little advance of money, and asked the defendant to help them to get it through a money club at Silsden. The defendant refused in the first instance to comply with the plaintiff's request. The plaintiff then went and saw his cousin, John Wade, who also lived at Silsden, and made a similar application and requested him to get the defendant to help him in the loan and become one of his sureties. The cousin John entertained the application, but said to the plaintiff, "Are you of age?" to which he replied, "Yes, I am," and as an inducement to the cousin to do what he wished the plaintiff said, "If we don't repay the loan, and you are called upon, you may stop it out of the money coming to us at our grandfather's death." The cousin said to him he was unwilling to sign as surety, as he had suffered before, but upon the faith of what the plaintiff stated he would, and at the plaintiff's request the cousin went with him to the defendant, to whom the same statements and representations were made, and he at length upon the faith of them consented to become surety. Afterwards the plaintiff arranged with the money club for a loan upon the terms of taking certain shares and paying certain monthly instalments in respect thereof for a certain length of time, such monthly instalments being calculated so as to be sufficient to repay the loan with interest, and as a security for such instalments being paid the money club required a promissory note to be signed which was as follows:—"Silsden, June 20th, 1862.—On demand we jointly and severally promise to pay to Mr. William Fortune or order the sum of £37 10s., with interest for the same after the rate of £5 per cent. per annum. Value received. As witness our hands this 20th day of June, 1862. Witness, James Sugden." This note was signed by Thomas Wade, the plaintiff; by William Wade an uncle of the plaintiff; by the cousin, John Wade; and by the defendant, Robert Wade. It was not signed by the plaintiff's brother, John Wade. The secretary of the club was the attesting witness to the note, and explained the circumstances under which the loan was applied for, the note signed, and the money paid; and upon the other evidence in the case, I consider it to be established that the defendant became surety for the benefit of the plaintiff and his brother upon a representation by the plaintiff that the loan was required for their joint purposes; that the plaintiff made a positive representation to the defendant, which he believed to be true, that he was of age when the money was lent, and the note signed; that the defendant became surety for the plaintiff and his brother and signed the note upon the faith of the truth of that representation; and that the plaintiff agreed that if the defendant was called upon to pay and paid any money by reason of such suretyship, the defendant should be paid out of the share of the plaintiff and his brother in the £2,000 which would become payable on the grandfather's death. The question is whether these facts can be made available for the protection of the defendant against the demand of the plaintiff in this action. On the part of the plaintiff it was contended that the fact of infancy is a complete legal answer to the claim of set off; and that this Court, in the exercise of its common law jurisdiction, is unable to consider and give effect to such an equity as that which might arise out of the fact of misrepresentation as to the age of the plaintiff and his agreement to charge the fund; and a further objection was raised to the set-off upon the ground, as the fact is, that the payments appear upon the face of it to have been made more than six years before this action was brought, and would therefore be barred by the Statute of Limitations. The latter objection was faintly urged, because it was plain that if the plea of infancy was an answer the objection of the statute was immaterial; and if the plea of infancy was not an answer, then the statute would have no application until the fund came into the hands of the defendant, which was admittedly within six years. In support of the former objection, I was referred by the plaintiff's advocate to two cases—*Wright* v. *Hickling* (15 W. R. C. D. Dig. 91, L. R. 2 C.P. 199), and *Bartlett* v. *Wells* (10 W. R. 229, 1 B. & S. B. 836). *Wright* v. *Hickling* was an action by the trustees of a money club against the surety on a promissory note given to secure the payments agreed to be made by the principal to the club for the balance of such payments which the principal had neglected and was unable to pay. The defendant endeavoured to set up two defences—first that he was discharged on the ground that time had been given to the principal; second, payment, claiming under this head the benefit of payments which the principal had made in respect of the shares for which the note was given as payments made in respect of the note and *pro tanto* a discharge of the surety. The Court held neither defence available. The time given was not given otherwise than in accordance with the contract for the shares. The payments were specifically on account of the shares, not of the note. The note was a collateral security for the payments to be made on the shares, and the sum claimed was the balance due in respect of these payments on the shares which ought to have been, but had not been, made by the principal. That case has no application to the present, in which the surety has paid the club the money due upon the shares, and he seeks to recover from the principal the money so paid as money paid to his use. The case of *Bartlett* v. *Wells* has some application to this case, and requires to be carefully considered. In that case to a declaration for goods sold and delivered, the defendant pleaded infancy. The plaintiff replied on equitable grounds that at the time of contracting the debt the defendant, knowing his true age, falsely and fraudulently represented that he was of full age, whereby the plaintiff, having no knowledge or means of knowledge as to the defendant's age, was induced to enter into the contract and to supply the goods; and it was held, in demurrer, to the replication, that it was bad as a departure, and also as not alleging facts to avoid the defendant's plea on equitable grounds within the 85th section of the Common Law Procedure Act, 1854. That case was decided entirely upon the effect of the rules of special pleading, and the view which the judges took of the limited operation of the 85th section of the Common Law Procedure Act, in allowing an equitable replication by a plaintiff to be set up as an answer to a legal defence properly pleaded by a defendant. I do not understand that case to be an authority for the proposition, as a proposition of law, that if an infant, falsely and fraudulently representing himself to be of full age, thereby induces a person to part with goods (not being necessaries) for a consideration to be paid in money, and if he takes the goods, retains them, applies them to his own use, and has the full benefit of them, after he comes of age, he can, if sued for the consideration due upon this executed contract after he has come of age, protect himself from liability to payment by alleging as a fact that of which he alleged the contrary, and by means of which he obtained the goods. Such a proposition would be to make the disability of infancy, intended as a protection for innocence, operate as a protection for fraud and knavery. In courts of equity, it has for 150 years and upwards been settled that in matters which come within the cognizance of those tribunals, neither coverture nor infancy can be set up as a protection for fraud. Whether in an action for goods sold and delivered or other purely legal demand a court of equity would interfere to prevent the legal defence of infancy being set up in a case where such a defence would be a moral fraud may be doubtful, fraud being a matter in which the courts of common law and equity have concurrent jurisdiction. And if, as I apprehend, a court of equity would decline to interfere in cases of pure legal demands because such a fraud was within the cognisance of a court of common law and not peculiarly within its own, then such a case would show the

practical evil of our double system of procedure. A court of common law could not interfere to prevent the success of such a fraud, because the allegation of it would offend against the rules of special pleading, and a court of equity would not give the plaintiff relief, because his demand was purely legal and the fraud was not exclusively within its own cognisance. Such a result, if exhibited in practice, would point to the necessity for the abolition of this double system, and the substitution of a court in which the rules of law controlled by principles of equity could be applied in furtherance of justice unfettered by arbitrary limits of jurisdiction, technical forms of proceedure, or artificial rules of pleading. I can, however, discover no principle in *Bartlett* v. *Wells* which should compel me in this case to ignore the defendant's real defence. The position of the parties here is the reverse of what it was in *Bartlett* v. *Wells*. The defendant is not in this proceeding seeking to establish any demand against the plaintiff; he only seeks to protect himself against a demand which he says is unjust. The plaintiff seeks to charge the defendant only upon his own admission. There is no evidence of the receipt of any money by the defendant for the plaintiff's use, or upon an account stated other than that which is to be inferred from his admission. At the close of the plaintiff's case the defendant's counsel applied for a nonsuit upon the ground that the evidence was only of the receipt of a sum of money for the use of the plaintiff and his brother, and not of money for the use of the plaintiff alone. I declined to nonsuit, considering that as the money received by the defendant was in respect of the shares of the two brothers, to which they were severally entitled, each would be entitled to hold the defendant liable for his aliquot share unless the defendant showed by evidence that there was an agreement binding on the plaintiff by which the plaintiff agreed that the fund representing the two shares should be liable for the moneys which the defendant had paid as surety for the plaintiff and his brother. I think the defendant has shown this, and that he has a right to say—"I received this money, not for the use of either the plaintiff or his brother separately, but for the use of both upon the terms of being allowed to retain out of it the moneys which I had paid as their surety according to the agreement made with the plaintiff upon which I became such surety." And the defendant has shown that from the first he has been ready and willing to account with the plaintiff and his brother upon the terms of the agreement between the plaintiff and him. I am of opinion, therefore, that the defendant has shown that the plaintiff has no ground for the demand against him in the present action, and judgment will therefore be entered for the defendant with costs. John, the brother, though he admits the money was borrowed, said in his evidence it was borrowed for him and he received it, but never signed the note, and disputes the plaintiff's authority to bind him by any agreement. That contention between the brothers cannot affect the defendant in this action. The plaintiff represented he had authority, and is bound by that representation.

Judgment was then entered for the defendant.

On Thursday next a paper will be read by Mr. W. T. S. Daniel, Q.C., at a meeting of the Law Amendment Society "On the reorganization of our judicial system." The chair will be taken at eight o'clock.

JUDGES' CLERKS.—The *Times* says that an alteration is about to be made in the *status* of the clerks of the Common Law Judges, especially in reference to the clerks attending at the Judges' Chambers. The clerks were formerly paid by fees, and made a considerable income. In the year 1852 an Act of Parliament was passed abolishing the fees, and the Treasury with the concurrence of the chiefs of the three Courts, fixed, with few exceptions, the salaries of the clerks of the Puisne Judges at £600 a year to the "body clerks," and £400 to the chamber clerks. The situations are during pleasure and not during good behaviour, and when the judges die or resign the appointments are vacated. The question now under consideration is whether the clerkships at the Chambers should be made permanent or a retiring allowance granted. There are some 19 clerks at Chambers, and when the Circuits are on the number is reduced, so that additional hands are required to discharge the duties at Chambers. The Treasury can, with the approval of the chiefs of the three courts, alter the salaries.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME JUDICIAL COURT OF NEW HAMPSHIRE.

Ricker v. *Freeman.*

Where B seized A by the arm and swung him violently around two or three times, then letting him go, and A having thus been made dizzy, involuntarily passed rapidly in the direction of and came violently against C, who instantly pushed him away, and A then came in contact with a hook, and sustained an injury.

Held, that A might maintain trespass vi et armis *against B.*

There was no error in the following instructions to the jury: "*That they should inquire who was the first actor or the procuring cause of the injury to A; that B would be liable if the wrongful force which he gave A carried him on to the hook, or if such force, combined with the new force given to him by C, produced the result; but if the jury should find that the injury received by A resulted entirely from the push of C alone, unassisted by the act of B, then B would not be liable; or in other words, if the original force given to A by B had ceased, or time was given to C for reflection and deliberation before he gave his push, then B would not be liable; that the jury should determine whether the force, originally commenced by B, did at any time cease, and whether it was not directly continued up to the time A struck the hook by the direct agency of B, C lending his aid wittingly or unwittingly to the injury, or whether C, by pushing him from his person, did more than act in self-defence, and was not justified under the circumstances in order to save his person and himself from present danger; that the jury should determine, also, whether, from the time A was first seized by B and until the injury was done he could exercise any self-control over his own person, or could in any way have prevented what happened to him.*"

Where an injury is the result of two occurring causes, one party in fault is not exempted from full liability for the injury, although another party may be equally culpable.

Trespass, by William N. Ricker against Edmund J. Freeman. The plaintiff's declaration alleged that "the said Freeman, at etc., with force and arms made an assault upon plaintiff, and beat, bruised, wounded, and ill-treated him, and cast and threw him with great violence against and upon a coat and hat hook, which penetrated the left side of the neck of the plaintiff, severely wounding and lacerating the skin, muscles and blood vessels, causing violent bleeding, great pain, soreness, and swelling, insomuch that the plaintiff's life was despaired of for a long space of time, viz., for the space of two months; and in consequence of said wound, the plaintiff became greatly deformed, weakened and disabled in his spine, neck, face, eyes and other parts of his head, and greatly injured in his hearing, voice, and speech, all which continues hitherto and is likely to be permanent; and also, plaintiff was put to great expense for nursing and medical attendance while labouring under the effects of said wounding, viz., the sum of 200 dols; and other injuries to the plaintiff the defendant then and there did, against the peace," etc.

The evidence in the case tended to show, that on the 18th of October, A.D. 1858, the plaintiff was a pupil in the grammar school, kept in the lower part of the school-house located in the north part of the village of Dover; that he was then over thirteen years of age; and that the defendant then attended the high school, kept in the second story of the same house, at the same time, being then over sixteen years of age. That there was a common entry way at the foot of the stairs, which communicated with the upper story, and from which was the door that opened into the grammar school, and another down into the cellar. There was one common door also, which allowed the scholars of both schools to pass from the outside into the entry. Hooks of iron, for the purpose of hanging up the coats and hats of the scholars, were located around the easterly and northerly sides of this entry. These hooks were fastened into cleats, which were made fast upon the sides of the building. Plaintiff's testimony tended to show, that in the afternoon of the aforesaid day he went alone to school, and as he came into the school-house yard he saw the defendant standing in the entry, looking out from the north side of the entry door, and that he dodged back out of sight and as the plaintiff stepped into the door, the defendant caught him by the right arm or wrist, with both of his hands, and swung him violently round two or

three times. "This made me dizzy. He let me go, and I passed off in a north-easterly direction and came violently against the Townsend boy, and Townsend pushed me off. When defendant was whirling me round, sometimes my feet were not on the floor, and sometimes they were. When Townsend pushed me off, I went against the hat hook. It entered under my left ear," etc.

The jury found for plaintiff, whereupon defendant moved to set the verdict aside.

Wheeler, for the motion.

Christie, for plaintiff, contra.

FOSTER, J.—Various exceptions were taken at the trial with regard to the allowance of certain amendments and the admission of certain evidence, which, not being insisted upon in argument, may be regarded as abandoned. Without adverting to them in detail, we may remark that none of them are in our opinion tenable; and subsequent reflection and examination of the exceptions by the defendant's counsel have probably led him to the same conclusion.

The first objection that is now insisted upon relates to the form of the action. In all cases where the injury is done with force and immediately by the act of the defendant, trespass may be maintained; and where the injury is attributable to negligence, although it were the immediate effect of the defendant's act, the party injured has an election either to treat the negligence of the defendant as the cause of action, and declare in case, or to consider the act itself as the cause of the injury, and to declare in trespass: *Dalton* v. *Favour*, 3 N. H. 466; *Blin* v. *Campbell*, 14 Johns. 432.

Mr. Greenleaf, 2 Evid. § 224, says: "The distinction between the actions of trespass *vi et armis* and trespass on the case is clear, though somewhat refined and subtile. By the former, redress is sought for an injury accompanied with actual force; by the latter, it is sought for a wrong without force. The criterion of trespass *vi et armis* is force directly applied, or *vis proxima*. If the proximate cause of the injury is but a continuation of the original force, or *vis impressa*, the *effect* is immediate, and the appropriate remedy is trespass *vi et armis*. But if the original force, or *vis impressa*, had ceased to act before the injury commenced, the effect is mediate, and the appropriate remedy is trespass on the case." And see 1 Hilliard on Torts, 97, 105.

Wherever an act is unlawful at first, trespass will lie for the consequences of it. *Reynolds* v. *Clarke*, Strange 634.

Malus animus is not necessary to constitute a trespass. "The defendant was uncocking a gun, and the plaintiff standing to see it: it went off and wounded him; and at the trial it was held that the plaintiff might maintain trespass." *Underwood* v. *Hewson*, Strange, 596.

In *Weaver* v. *Ward*, Hobart, 134, it is said, "no man shall be excused of a trespass except it may be judged utterly without his fault." And in *Scott* v. *Shepherd*, 2 W. Black. 892, it is said, "the natural and probable consequence of the act done by the defendant was injury to somebody, and therefore the act was illegal at common law. Being therefore unlawful, the defendant was liable to answer for the consequences, be the injury mediate or immediate;" and trespass was held to lie in that case. And see *Jordan* v. *Wyatt*, 4 Grat. 151.

But whether the lawfulness or unlawfulness of the act be the criterion, it is not necessary to determine in this case. Probably it would not be so regarded; though the opinions of learned judges are somewhat at variance upon this point (see *Scott* v. *Shepherd*, 1 Smith's L. C. 212; *Reynolds* v. *Clarke*, Strange, 635; 1 Hilliard on Torts, 107), because, in the present case, although no malice is attributed to the defendant, still there can be no denial that this interference with the plaintiff, with force and arms, *was* an *unlawful* assault, and, although the ultimate effect and injury may not be regarded as the *inevitable* result of the original unlawful act, still, if the result was a *consequence* of that act, the plaintiff is entitled to maintain trespass: 1 Chitty Pl. 125-130; *Cole* v. *Fisher*, 11 Mass. 137; *Smith* v. *Rutherford*, 2 Serg. & Rawle 358; *M'Allister* v. *Hammond*, 6 Cow. 342; *Codman* v. *Evans*, 7 Allen 433; *Murphy* v. *N. Y. & N. H. R. R.*, 30 Conn. 187.

But if the appropriateness of the remedy chosen by the plaintiff were not, as we think it is, free from doubt, we should nevertheless be inclined to sustain the action if substantial justice should seem to require it, on the principle started in *Slater* v. *Baker* 2 Wils. 359, where it is said: "The court will not, *after verdict*, look with eagle eyes to see whether the evidence applies exactly or not to the case; but if the plaintiff has obtained a verdict for such damages as he deserves, they will establish it if possible."

We would not encourage looseness in pleading, and would always endeavour to avoid the confusion which must inevitably result from throwing down the boundaries of actions; but the refined though perhaps clear distinction between the actions of trespass and case should not be strenuously regarded, if injustice would result thereby. "The distinction," says Mr. Perkins, in his notes to Chitty, 126, "between trespass and case is in effect broken down in Massachusetts," and it is abolished in Maine by statute: Rev. Stat., ch. 82, § 13.

The more important inquiry relates to the charge and instructions of the court to the jury.

They were directed to inquire who was the first actor or the procuring cause of the injury to the plaintiff. They were told that the defendant would be liable if the wrongful force which he gave the plaintiff carried him on to the hook, or if such force, combined with the new force given to him by Townsend, produced the result. But if they should find that the injury received by the plaintiff resulted entirely from the push of Townsend alone, unassisted by the act of the defendant, then he would not be liable; or, in other words, if the original force given to the plaintiff by the defendant had ceased, or time was given to Townsend for reflection or deliberation before he gave his push, then the defendant would not be liable. The jury would determine whether the force originally commenced by the defendant did at any time cease, and whether it was not directly continued up to the time the plaintiff struck the hook, by the direct agency of the defendant, Townsend lending his aid wittingly or unwittingly to the injury; or whether Townsend, by pushing him from his person, did more than to act in self-defence, and was not justified under the circumstances in order to save his person and himself from present danger. The jury would determine also whether, from the time the plaintiff was first seized by the defendant and until the injury was done, he could exercise any self-control over his own person, or could in any way have prevented what happened to him.

The substance of these instructions, so far as the defendant's exceptions render them material to this inquiry, is that if the force or impetus given to the plaintiff by the defendant, when he seized, whirled and flung him away, continued in operation, either alone or in combination with the force or impetus, if any, communicated by Townsend, until this force or impetus impaled the plaintiff upon the hook, and so the defendant, either solely or in conjunction with Townsend, inflicted the injury, such injury was the direct and proximate result of the defendant's original wrongful act, and he must be answerable for the consequences.

It is quite clear that but for the defendant's wrongful act, the plaintiff would have sustained no injury. It is equally clear that, under the instructions of the court, the jury must have found, in order to charge the defendant, that the original force or impetus gives the plaintiff had *not* ceased, and that time was not given Townsend for reflection or deliberation before he pushed the plaintiff off, and that Townsend, either in self-defence or in obedience to an uncontrollable impulse and instinct, became the involuntary means of continuing the original force and impetus which cast the plaintiff upon the hook. They must also have found that, after the first assault by the defendant, the plaintiff was incapable of exercising self-control or preventing the result

We have seen that malice is not essential to the maintenance of trespass for an assault, but that the action is supported by a negligent act and pure accident, if the negligent or accidental act is also a wrongful act. And we think the principle is clearly established, that negligence may be regarded as the proximate cause of an injury, of which it may not be the sole nor the immediate cause. If the defendant's negligent, inconsiderate and wanton, though not malicious act, concurred with any other thing, person or event, other than the plaintiff's own fault, to produce the injury, so that it clearly appears that, but for such negligent, wrongful act the injury would not have happened, and both circumstances are closely connected with the injury in the order of events, the defendant is responsible, even though his negligent, wrongful act may not have been the *nearest* cause in the chain of events or

the order of time. Shearman & Redfield on Negligence, section 10, and cases cited in note.

In trespass for an assault, it cannot be essential that the defendant should *personally* touch the plaintiff; if he does it by some intermediate agency, it is sufficient. The intermediate concurring act will not purge the original tort, nor take assignment of the responsibility.

In *Jordan* v. *Wyatt* 4 Grattan, 151, Baldwin, J., says: "The terms 'immediate' and 'consequential' should, as I conceive, be understood, not in reference to the time which the act occupies, or the space through which it passes, or the place from which it is begun, or the intention with which it is done, or the instrument or agent employed, or the lawfulness or unlawfulness of the act, but in reference to the progress and termination of the act—to its being done on the one hand, and its having been done on the other. If the injury is inflicted by the act at any moment of its progress from the commencement to the termination thereof, then the injury is direct or immediate; but if it arises after the act has been completed, though occasioned by the act, then it is consequential or collateral, or, more exactly, a collateral consequence."

The defendant objects particularly to that part of the charge in which the jury were told that "if the original force given by Freeman had ceased, or time was given Townsend for reflection or deliberation before he gave the push, then Freeman would not be liable." And he contends that, under these instructions, the jury must have found either that Townsend's force combined with the original impetus given by the defendant, or that Townsend did not have time for reflection and deliberation before he gave the push; that the jury might have decided the case upon the latter consideration, which, he says, would be wrong, because Townsend was bound to reflect and deliberate. The force projected by the defendant having ceased, as he contends, the new force given by Townsend was original, because not demanded for the self-defence of Townsend; that the plaintiff, not being a dangerous missile or instrument, like the famous *squib* in *Scott* v. *Shepherd*, Townsend had no right to push him off; and if he did so, to the plaintiff's injury, the result cannot be considered the proximate or immediate act of the defendant, and so he is not answerable.

If it be suggested that human nature *instinctively* repels the forcible contact of a person or thing thrown or falling against a person, the defendant replies that the person thus assailed must control that impulse, and must take time for reflection and deliberation before he can act; or, at any rate, if he does not, the projector of the original force is exonerated, because the original force has ceased and stopped. We think this proposition is altogether too refined.

A man instinctively repels violent contact with a foreign and external substance. He can no more control the impulse to ward off and repel a sudden and unlooked-for blow, than an unreasoning, inanimate, but elastic substance can control, by superior power of gravity, the natural repulsion and rebound of the thing thrown or falling violently upon or against it; and it can hardly be said that the original force has ceased or stopped at all, during the inconceivably sharp point of time interposed between the contact and the repulsion of a blow striking an inanimate elastic object, or an object animate, sentient, but also involuntarily repellant.

The substance of the charge in this particular was, that if Townsend instinctively pushed off the plaintiff, Townsend's push was the defendant's act. This was correct. The act of Townsend was the direct and inevitable consequence of the defendant's act. The defendant set in motion the train of causes which led directly to the unfortunate result. In the language of De Grey, C.J., in *Scott* v. *Shepherd*, "I look upon all that was done subsequent to the original throwing, as a continuation of the first force and first act. The new direction and new force flow out of the first force, and are not a new trespass."

The act of Townsend is involuntary. Committing no voluntary wrong, he is but a link in the chain of causes of injury of which the defendant is the wrongful author. A man pushes another against a board, which, springing, repels the contact with the man, and throws the latter against a rock or upon the ground. It is the act and fault of the original assailant and not of the board. The man and not the board is liable. The result in law is the same whether the intermediate concurring object is a board or a boy, if the boy has no more volition than the board.

The defendant is to be regarded as "one who negligently sets mechanical forces in operation beyond his power to stop or safely direct, or as one who carelessly puts destructive implements or materials in situations where they are likely to produce mischief." *Underhill* v. *Manchester*, 45 N. H. 218.

The natural, innocent impulse of Townsend in this case is a natural force in Townsend, set in motion by the defendant, and in no essential particular differs from the natural forces of the material world. *Guille* v *Swan*, 19 Johns. 381

It was not necessary, therefore, as we regard it, that the jury should have come to the conclusion that Townsend pushed off the plaintiff in self-defence. They *might* have done so, upon the evidence; and upon *such* finding the defendant would clearly be liable. Such a condition of things would bring the case precisely within the doctrine of *Scott* v. *Shepherd*, and within the principle declared by Gould, J., when he says: "I think the defendant may be considered in the same view as if he himself had personally thrown the squib in the plaintiff's face. The terror impressed on Willis and Ryal excited self-defence, and deprived them of the power of recollection. What they did was therefore the inevitable consequence of the defendant's unlawful act. What Willis did was by necessity, and the defendant imposed that necessity upon him."

There is still another aspect of the case, in which, if it were possible to regard Townsend as contributing to the unfortunate injury of the plaintiff by his own *negligence* and *careless* warding off the person of the plaintiff, the result would still be not more favourable for this defendant. Though a third person's negligence may have contributed to the result, so that such third person might even be liable to answer in damages, still the original author of the mischief will not any the more be excused.

In *Chapman* v. *The New Haven Rail-road Company*, 19 N. Y. 341, an action was sustained against the defendant for an injury occasioned to the plaintiff by a collision between a train of cars upon its road and one upon the Harlem railroad, and which would not have occurred but from the negligence of the latter road, in the cars of which the plaintiff was a passenger; thus, in effect, holding that where the injury was the result of two concurring causes, one party in fault is not exempted from full liability for the injury, although another party was equally culpable.

And in *Peek* v. *Neal*, 3 McLean. 22, the driver of a coach was considered liable to the plaintiff for an accident happening through his negligence, although the negligence of the driver of the coach in which the plaintiff sat contributed to the accident, and although, it was said, an action might lie against the latter.

And see *Brehm* v. *The Great Western Railway*, 34 Barb. 274, and *Mott* v. *The Hudson River Rail-road*, 8 Bosw. 345. In the latter case, the plaintiff's buildings were on fire; and while the firemen were endeavouring to estinguish it, the cars of the defendant passed over the hose, cutting and rendering it unfit for use, in consequence of which the buildings were consumed. It was held, that if the act were done by the concurring negligence of the defendant and the firemen, in such sense that the hose would not have been cut if either had been free from negligence, the plaintiff was entitled to recover.

Upon all these considerations, we are of opinion that there was no error in the instructions of the Court, and that the plaintiff may maintain trespass for the injury which he has sustained.—*American Law Register.*

LORD WESTBURY ON CASE LAW.—According to the *Daily Telegraph*, in the course of one of the cases in the European Arbitration heard on Wednesday, Mr. Fischer, Q.C., having cited cases decided by the Master of the Rolls and Lord Cairns in the Albert Arbitration, Lord Westbury said he would, out of deference to the authorities cited, reserve his decision. At the same time his lordship remarked that nothing was so miserable in our law as the existence of any number of reported cases which might be cited in support of almost any proposition, reminding him of the saying that a certain person could quote Scripture for his own purpose.

SOCIETIES AND INSTITUTIONS.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The annual meeting and dinner of the above society took place on Tuesday evening at the Great Western Hotel. At the meeting Mr. H. W. Cole, Q.C., presided, and there were present Messrs. J. Motteram, Haden, Corser, L. Warren, F. Adcock, W. Fallows, T. C. S. Kynnersley (Stipendiary), E. Parry, J. Powell, C. E. Matthews, W. Johnson, and C. Davies.

Mr. H. W. STANBURY (hon. secretary) read the annual report, which congratulated the members on the satisfactory state of the society, which now numbered 168 honorary members, against 152 last year; and 51 ordinary members against 40 last year; 23 new members having been elected, and five having passed into the rank of solicitors. Of the students who have passed their final examination during the past year Mr. Walter Hornblower obtained a certificate of merit from the London Incorporated Law Society, and the medal of the Birmingham Incoporated Law Society. The moot questions of jurisprudential points debated during the past year had embraced the following subjects:—Dower, trespass, agency, libel, guarantees, the doctrine of the Thelluson Act, the admission of women into the profession, and the unanimity required in juries. The average attendance at the fortnightly meetings during the past year had been 17, as compared with 10 on the previous year. The library, which now numbered 550 books, had been augmented by the purchase of several valuable legal works. The treasurer's account showed a balance in hand of £13 8s. 5d. Believing that the society was in a healthy condition, they hoped it would continue to receive the support of the public, and that itsefficiency and usefulness might not decrease.

On the motion of the learned CHAIRMAN, seconded by Mr. W. JOHNSON, the report was received.

The learned CHAIRMAN then delivered an address to the students. After some preliminary remarks he said—Among the changes which loom in the future are some important ones in the law of real property, particularly in the modes of transferring land from one person to another. The owners of land ought to be able to do this with greater simplicity, and at less expense, than is possible at the present time. It is, I believe, a mistake to suppose that an improvement of this kind would, on the whole, be injurious to the legal profession. It is true that a solicitor or conveyancer might make less profit on each individual transaction, but transactions would become vastly more numerous, and the result would I believe be advantageous to the profession in general. It is erroneously supposed that the legal profession is obstinately opposed to all improvements in the law, and that improvements have to be forced upon them by the irresistible influence of Parliament. But that is not true. The legal profession have themselves recently effected several important improvements without any assistance whatever from the Government. Great changes have recently been made by the profession in legal education, wherein what has already been done is only the beginning. The codification of our laws is another subject which the legal profession would be perfectly willing to undertake, and could successfully accomplish, if the national Exchequer would bear the expense necessary for carrying such a project into practical execution, and the Legislature would give its sanction to the code when prepared. The notion that it is impossible to codify the laws of England is an error which is much to be deplored; and it is, I think almost equally mischievous to suppose that before we can construct a code we must first have a digest. I cannot see the necessity for anything of the kind. We have already in every branch of the law, elaborate treatises of great value, which would answer nearly all the purposes of a digest to persons engaged in codification. We have also works like "Fisher's Digests," "Chitty's Equity Digest," and the less extensive digests which have lately been published by the Council of Law Reporting. With such materials at command, the preparation of a code might begin at once; and I am satisfied that if its preparation were entrusted to competent persons—and they ought to be selected from eminent and experienced members of the profession, not young beginners who have nothing else to do—the construction of a code of the English law would prove a complete success, and would stand in history as the principal glory of any monarch in whose reign so great a work shall be accomplished. But when I express myself in favour of a code, it must be understood that I do not approve of one which shall be written unchangeably on tables of stone to endure for ages. Questions as to the true construction of any code will be sure to arise on certain doubtful points, and our courts of justice will no doubt have at first some hard work in the business of interpretation. But a code should not be kept stereotyped, like the Code Napoleon, with an immense mass of decisions on its interpretation, accumulating year by year. It is necessary to its usefulness and perfection that it should be revived from time to time, and some portions re-cast; and it should, I think, be brought out in an amended form about every five years at the least. Another change of less interest, but of some importance, which we have to look forward to, is the proposed "fusion" of law and equity. For the purpose of understanding how the necessity for this fusion has arisen, the history of the origin of our various courts of justice ought to be studied. I assume that you are acquainted with the general outline of the history of the English law, and of the establishment and development of the various courts of law and equity in which the administration of justice in this country takes place. The result is that we have now certain courts specially appropriated to distinct branches of our law, and until certain modifications were in late years made by statute, the Court of Chancery had exclusive jurisdiction in matters of equity, and the courts of law in common law questions. The judges of the Court of Chancery were, it is true, supposed to know something of the common law, but the common law judges were not supposed to know anything whatever of equity. The Court of Exchequer was, however, an exception, for the judges there formerly sat as equity judges on certain days, and as common law judges on others. But when they sat on the plea or common law side of the Court they were supposed to have forgotten all their equity, and were not allowed to give effect to even the most elementary equitable doctrine. The natural consequence of this system was that the unfortunate suitor whose legal adviser might by mistake have selected the wrong court for him, or the wrong side of the court, was often defeated when prosecuting a just demand, was put to considerable expense, and dismissed out of Court to go to another tribunal for redress, although the judge who turned him away would have been perfectly capable of doing him full justice, if authorised to do so. That scandal in the administration of justice has been partly remedied by the conjoint operation of the Common Law Procedure Act, of Lord Cairns' Act, and Sir John Rolt's Act, by virtue whereof equitable defences may, in certain cases be pleaded at law, and Courts of equity may award damages, and are obliged to decide such legal questions as may arise for adjudication in the progress of a Chancery suit. But the old evil has at present been only partly cured, and although almost everyone agrees that it ought to be cured altogether, that has not yet been done. I will give you, from what has happened in my own court in Birmingham, an illustration of the inconvenience and injustice which may arise from the hard and fast line which separates the common law and equitable jurisdictions. We have frequently in the county courts interpleader cases, where the plaintiff in an action, who has obtained judgment in his favour, has issued execution, and seized the defendant's goods, but the bailiffs on seizing have had notice served on them by some third person that certain of the goods seized are his, and not the defendant's; and this claim is supported by production of a duly-registered bill of sale. Now, the bill of sale relied on is sometimes an assignment by way of mortgage of the debtor's stock-in-trade, present and *future*; all that was in his shop when the bill of sale was executed, and all the new stock which should afterwards be brought there to replace the articles of the old stock, from time to time sold. It was solemnly decided by the House of Lords, in the well-known case of *Holroyd* v. *Marshall* (11 W. R. 171), that, although a bill of sale of future acquired property is invalid and ineffective at law, it will constitute a perfectly good equitable charge. The claimant in the interpleader summons, therefore, claims all the stock-in-trade which is

found in the debtor's shop when the seizure is made. But, as I am sitting as a common law judge only when interpleader actions are tried, I am bound to disallow that part of the claim, although I am an equity judge also. The claimant, therefore, cannot make his title effectual, even in the county court, except by filing an equitable plaint, in the nature of a bill in chancery. But if I, when sitting as a judge, were authorised in every proceeding, whether a common law action or a suit in equity, to exercise all the various jurisdictions vested in me (which I really am able to do when sitting in bankruptcy), no such injustice, as that described, would be possible. The fusion of law and equity is absolutely necessary in order that the judge may be enabled to do complete justice in certain cases. But where is the difficulty of allowing a judge to sit with both his arms disengaged instead of always having one of them tied. The difficulty is simply one of procedure. But my belief is that half-a-dozen experienced lawyers would be able to solve such a difficulty in a very few hours. However, when I express myself in favour of a fusion of law and equity, I do not mean that every judge should, as a rule transact indiscriminately every kind of business. There are some cases which require the assistance of a jury, and they would be best tried by judges who have been long accustomed to try such cases, and are skilful in preventing juries from going very wrong. The plaintiff should be at liberty to select his own Court, but there should be some process by which, at an early stage, a judicial opinion could be taken as to whether the Court selected is the one best adapted to the trial of the cause, and there should be power to remit it at once to another court, if more suitable. It is necessary to sort your cards, or you will speedily get in a state of confusion. But when the case is once brought on for hearing, the judge who tries it should be empowered to decide every question between the parties, and to administer all remedies, whether equitable or legal. Every judge should have the power which a county court judge has, of adjourning a cause, and directing further and better particulars of demand to be furnished by the plaintiff, with liberty to the defendant to put in an answer or counter-statement, and the judge should have power to allow fresh evidence to be adduced. One difficulty, however, would be, that in equity cases it happens more frequently than otherwise that more persons than plaintiff and defendant are interested. The judge should be enabled to authorise their being served with some supplemental process, summoning them to appear and be heard on such points in the cause as may affect them, and he would then be able when he tried the cause to do complete justice. Another change which, I think, must be soon made is the abolition of the circuits for the trial of civil cases. The existing system of trying all important law cases at the assizes before judges sent down from London, who are attended by members of the bar, who also come from London at a vast expense to themselves, has completely broken down. This country has outgrown such a barbarous system, which is only suited to a small community. To have judges attending only twice a year, for a few days each time, to try the civil causes which arise in such a great commercial district as Warwickshire, is preposterous; more especially as the judges, when they do come to an assize town, are always in a great hurry to get away as soon as possible and go to another, are sometimes obliged to sit from an early hour in the morning till perhaps eight or nine o'clock at night to finish a long case, when the mental and bodily vigour must both be exhausted before the decision can be given. Moreover, in consequence of the pressure of business, the judges are driven to the necessity of forcing suitors, who desire to have their causes heard by the legal tribunals of the country, to refer them to the arbitration of some legal gentleman who inspires less confidence than a judge, and this involves great additional cost and delay, besides disappointment. Nevertheless, after all these devices have been had recourse to, the judges are often obliged in the end to go away, leaving many remanets to wait for trial till the next Assizes, after an interval, sometimes, of more than six months. A system like this is so defective, that the only wonder is that it should have been tolerated so long. I might go on still further enumerating and commenting on the series of prospective changes which must speedily occur; but there is not time to do so. The learned gentleman, in concluding his remarks, offered some advice to the law students as to the course they should adopt when they find themselves amidst the din and confusion of so many and important alterations.

On the motion of Mr. H. PARISH, seconded by Mr. F. LOWE, a hearty vote of thanks was accorded to the learned Chairman.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last (President Mr. Sturdy) the question discussed was No. ccxv. jurisprudential:—"Is the principle of co-operative societies in retail trade beneficial to the community at large?" The debate was opened by Mr. Nicholls (for Mr. Gordon) in the affirmative, but was ultimately decided in the negative by 11 votes negative to 7 affirmative. Twenty-seven members were present.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday last, Mr. E. W. Bone in the chair. Mr. Scully opened the subject for the evening's debate—viz., "An Englishman dies intestate domiciled abroad, and possessed of leasehold estate for years in England. The devolution of such leasehold estate will be governed by the *lex loci domicilii*, and not by the *lex loci rei sitæ*." The motion was carried by a majority of four.

OBITUARY.

DR. LUSHINGTON.

The Right Hon. Stephen Lushington, D.C.L., late judge of the High Court of Admiralty, died at his residence near Ockham, on Sunday last. He had reached the advanced age of 91 years, but until recently enjoyed comparatively excellent physical health, and possessed his mental faculties almost unimpaired to the very close of life. He was the second son of Sir Stephen Lushington, Bart., and was born in 1782. He was educated at Eton and All Souls, Oxford, of which latter college he became a fellow in 1802, and afterwards became a student at the Inner Temple, and was called to the bar in 1806. Shortly afterwards he entered Parliament as member for Great Yarmouth, and speedily made his mark in that assembly. This is not the place to trace his political career which, as has been remarked, ran parallel to that of Brougham, nor need we recall to our readers the part he took in the defence of Queen Caroline. He was appointed judge of the Consistory Court in 1828, and in 1838 was raised to the post of judge of the Court of Admiralty. For thirty years he held this position and won for himself the reputation of an eminently able and inflexibly just judge. By his decisions during the Crimean War he did much to settle the rules relating to the rights of neutrals and contraband of war. His personal characteristics can hardly be better described than by Sir Lawrence Peel in a letter addressed to the *Times* a few days ago:—"His mind combined the highest qualities of the minds of men and women. Ardent, enthusiastic, impulsive, energetic, and with the most lively sensibility, he united with these attributes of a noble woman all that calmness, sobriety of thought, introspection, retrospection, and circumspection which mark the wary and experienced tactician entering upon new and possibly dangerous expeditions. Bold with prudence, good himself, and tender towards the erring; resolute, and yet not stiff in opinion, learned without pedantry, and amiable without weakness or demonstration of cambric-handkerchief sensibility, he lived on to the last, as he had been from the first, a consistent man, whose ways were ever ways of pleasantness, and the close of whose life, as its unflagging course, was full of peace and goodwill."

MR. J. G. LEWIS.

Mr. James Graham Lewis, solicitor, head of the firm of Lewis and Lewis, of Ely-place, Holborn, died very suddenly on Wednesday last. He had suffered lately from muscular rheumatism, but was in his accustomed health at breakfast time, and went to his office in Ely-

place at his usual hour. Shortly after arriving there he complained of feeling unwell and expressed to his son, Mr. George Lewis, a desire to return to his residence in Euston-square. A cab was procured, and by his own wish he went home alone, desiring on arrival that his bath should be prepared. While this was being done he reclined upon his bed, and the servant having presently announced to him that the water was at 70 degrees he desired that its temperature should be increased. In a quarter of an hour the servant returned to say it was raised. On entering her master's room she found him in a calm and peaceful attitude, but quite dead. Mr. Lewis was admitted an attorney in 1829, and was actively engaged in his professional duties up to the hour of his death. He held the office of clerk of indictments for the Midland Circuit for 25 years, and only resigned this appointment on account of increasing professional practice. Mr. Lewis, who had just entered his 70th year, leaves a family of sons and daughters.—*Times*.

THE ATTORNEYS AND SOLICITORS OF IRELAND.

A general meeting of the attorneys and solicitors of Ireland was held on Tuesday in the Solicitors' Hall, Four Courts, for the purpose of taking into consideration the report of the Royal Commissioners *In re* the King's Inns, Ireland. Sir R. Orpen was called to the chair. The secretary (Mr. John H. Goddard), having read the advertisement calling the meeting,

The Chairman said a meeting had been held in that Hall a few days previous, and it was adjourned to that day.

Mr. Henry Mills proceeded to state that a resolution had been entrusted to him to propose, in relation to the claims of the attorneys and solicitors, against the funds now in possession of the Hon. Society of King's Inns, Ireland, received by them as deposits for chambers from gentlemen seeking to be admitted to the profession. Calculating from the year 1793, in which year payments were first made, down to 1866, the gross total amounted to £55,293, representing the amount which the profession were enabled to withdraw from the control of the Benchers. Allowing them credit for the sum of £28,436 16s. 8d., and for another sum of £5,437 0s. 5d., making an entire deduction of £33,387 17s. 1d., there remained still due by the Benchers to the attorneys the sum of £21,419 2s. 11d., for which debt judgment was prayed. The amount was exclusive of interest on yearly deposits from 1793, which they were willing to forego. It was not an unsubstantial claim, but one to which the society was fully entitled and he called on the meeting to endorse the claim. After a long series of efforts, the council succeeded in obtaining a Royal Commission, and he proceeded to read extracts from the report to the effect that no portion of the attorneys' and solicitors' money had been spent on the erection of chambers, and the commissioners were of opinion that the buildings occupied by the attorneys and solicitors in the Four Courts were inadequate. He concluded by moving the following resolution:—"That this meeting approves of the course hitherto adopted by the Council of the Incorporated Law Society on behalf of the profession of the attorneys and solicitors of Ireland in the matter of their claim against the Benchers. And we hereby authorise the council to enter into such arrangement with the Benchers as may seem to them most advisable; or should they be unable to effect any settlement satisfactory to the council, to adopt such further proceedings in Parliament or otherwise as they may deem necessary."

Mr. Barlow, Vice-President, formally seconded the resolution.

Mr. J. T. Hinds did not quite concur in the resolution, for he considered it was a feeble and faint-hearted resolution, coming from the profession to the council. He did not think the profession should weaken the hands of the council in standing up for their rights, by suggesting that they ought to endeavour to effect a compromise. He considered that a compromise was unadvisable. He moved as an amendment that the words in the resolution "to enter into such arrangement with the Benchers as may seem to them most advisable, or should they be unable to effect any settlement satisfactory to the council," be struck out. They should authorise the council to take every step to effect their rights. The Solicitors' Buildings were erected with their money; but on a paper near the door were the words "none but Benchers were admitted," so they were strangers in their own house. Submission to the power of the Benchers was the last course they ought to adopt.

The amendment having been seconded,

Mr. Nunn proposed that the words "to effect a satisfactory arrangement of the claims of attorneys and solicitors against Benchers" be added to the resolution.

Mr. Hinds had no objection to adopt Mr. Nunn's proposal.

Mr. Dillon thought it would be more for the interest of the profession if the resolution as proposed by Mr. Mills were adopted. He thought the Benchers showed the weakness of their case by the document handed in on their behalf. They did not deny they got the solicitors' money; but they relied on technical points. Strongly as he felt the injustice with which his profession was treated he thought a door should be left open for arrangement.

Mr. A. Ellis differed from some statements made by a previous speaker; but he admitted they did not affect the point at issue.

The Chairman then put the amendment, when 17 voted for it.

On the resolution being put, it was found on a show of hands that it was supported by 14.

The amendment was therefore carried.

Mr. Barlow, Vice-President of the Incorporated Law Society, having been called to the second chair, the thanks of the meeting were voted to Sir Richard Orpen for presiding.

The proceedings then terminated.

Power of Committing Members of Parliament for Contempt of Court.—On Tuesday last the Lord Chief Justice, in reference to the case of Messrs. Onslow and Whalley, which was heard on the previous day, said he was desirous of saying a word, because he found that an impression had gone forth that in remitting that part of the judgment which provided that until the amount of the fine was paid the parties guilty of the contempt should stand committed, he was supposed to have done it in consequence of his anticipating some difficulty with reference to the imprisonment of members of Parliament, from some privilege they might possess as members of the Legislature. It was an entire mistake to suppose so. Imprisonment was only pronounced in these cases as a means of ensuring the payment of the fine, and he was reminded at the time by his learned brother, Mr. Justice Blackburn, that the payment of a fine might be enforced without having recourse to imprisonment, and it occurred to him at once that unless it was necessary as part of the judgment that the defendants should be imprisoned till the fine was paid, it was useless to impose the condition, as, looking to the position in society of the defendants, their ability to pay, and the means that existed for enforcing the fines, there was no necessity for having recourse to that alternative. It was on that ground alone that that part of the judgment was recalled or removed. He intended to intimate at the time, and he thought he had done it in the judgment that was pronounced, with the full concurrence of the other members of the bench, that if there had not been perfect submission by the defendants to the Court, and the fullest and most positive assurance that there would be no renewal of the offence in question, the Court would have thought it their duty to have added the punishment of imprisonment to that of the pecuniary fine imposed. The possibility of coming into collision with the House of Commons did not appear to them to be a thing that they could possibly believe would ever occur, because in the case of Mr Lechmere Charlton, who was committed by the Court of Chancery for contempt of court, the House of Commons declined to interfere in his behalf on the score of privilege, so he was quite sure the House of Commons of the present day would not desire to interpose the privilege of its members in the way of preventing punishment by imprisonment, if necessary, for contempt in the administration of justice in that court. He was anxious that no misunderstanding in a case so important as this should arise, and he desired to correct the misapprehension that appeared to prevail as to the grounds on which they proceeded in the latter part of their judgment.

CORRUPT PRACTICES (MUNICIPAL ELECTIONS) ACT, 1872.

The following is a copy of the Report to the Superior Court of the Barrister before whom the Blackburn Municipal Election Petition was heard :—

THE BOROUGH OF BLACKBURN, IN THE COUNTY OF LANCASTER.

In re The Corrupt Practices (Municipal Elections) Act, 1872. *Robert Whittaker, petitioner, and Jacob Goodfellow, respondent.*

Whereas by the petition of the above-named petitioner, filed the 25th day of November last, it was alleged that at the election for the Park Ward of the Borough of Blackburn, in the county of Lancaster, holden on the 1st day of November in the said month, for the election of two councillors for the said Ward, he, the said petitioner, was a candidate for the office of councillor for the said Ward, and that upon such election, the returning officer returned one William Edward Buffs and Jacob Goodfellow, the respondent, as being duly elected, and it was by the said petition further alleged that the said Jacob Goodfellow was not duly elected one of the said councillors so to be elected by a majority of lawful votes. And the said petitioner prayed that it might be determined that the said Jacob Goodfellow was not duly elected or returned, and that he, the said Robert Whittaker, was duly elected, and ought to have been returned. And whereas I, the undersigned Thomas William Saunders, Esquire, barrister-at-law, having been duly appointed by the Honourable the Judges on the rota for the trial of Election Petitions, under the provisions of the "Parliamentary Elections Act, 1868," a barrister for the trial of Municipal Election Petitions, under the provisions of the "Corrupt Practices (Municipal Elections) Act, 1872," and having been assigned by the said Judges to try the petition of the aforesaid Robert Whittaker ; and I having in pursuance of the law in that behalf duly held a court within the said Borough of Blackburn, for the trial of such petition on the 10th and 11th days of January instant, and having duly heard and considered all that could be advanced and proved by, and on behalf of the said petitioner and respondent respectively, do hereby certify and determine that the said Jacob Goodfellow was not duly elected to the office of a Councillor for the said Park Ward at the election aforesaid, and that the said Robert Whittaker was duly elected, and ought to have been returned as a councillor for the said Park Ward at the election aforesaid. Given under my hand this eleventh day of January in the year of our Lord, one thousand eight hundred and seventy three.

THOMAS WILLIAM SAUNDERS.

In *McClary* v. *Lowell* 44 Vt. 16, the Court held that a journey on Sunday to visit one's children is not a violation of the law against travelling on Sunday, except in cases of necessity or charity, and would not, therefore, debar a recovery for injuries received from defects in the highway. The Court did not, of course, pass upon the right of recovery had the travelling been illegal. But, in *Cratty* v. *City of Bangor*, 2 Am. Rep. 56 (57 Me. 423), the Court expressly held that travelling on Sunday, unless in the excepted cases, was such a violation of law as to prevent a recovery for injuries so received.—*Albany Law Journal.*

AN IMPORTANT DECISION.—*Cole* v. *Drew and Wife*, 44 Vt. 49, illustrates the propensity of some people to litigate about trifles. Mrs. Drew, with the permission of the highway surveyor, cut the grass in the highway running through the plaintiff's land and the fee of which he owned. The grass was cut from the centre ridge, between the wheel-ruts, the strip being about five rods long and from six to twelve inches wide, and was so cut that Mrs. Drew's "children might go and come from school in the highway without getting their clothes wet." But, not content with cutting the grass, and not having a due regard for Mr. Cole's right of property therein, Mrs. Drew took the grass to her husband's horse. Now, the Court very properly held that Mrs. Drew had a right to cut the grass, but that in carrying it away and giving it to the horse, she made herself a trespasser *ab initio*, and so venerable an authority as the *Six Carpenters' Case*, 8 Coke, 146, was brought out to sustain the ruling.—*Albany Law Journal.*

COURT PAPERS.

QUEEN'S BENCH.

The Court will, on Saturday, the 1st, Monday, the 3rd, Tuesday, the 4th, and Wednesday, the 5th of February next, hold Sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending.

The Court will also hold a sitting on Monday, the 17th day of the said month of February, for purpose of giving judgments only.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 24, 1873.

3 per Cent. Consols, 92⅜	Annuities, April, '85 9⅜
Ditto for Account, Feb. 3, 92⅜	Do. (Red Sea T.) Aug. 1908 18⅜
3 per Cent. Reduced 92⅞	Ex Bills, £1000, — per Ct. par
New 3 per Cent., 99⅜	Ditto, £500, Do —par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —par
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 105	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do., 5 per Cent., Aug. '73 101
Ditto 4 per Cent., Oct. '88 10 4	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	117
Stock	Caledonian	100	102¾
Stock	Glasgow and South-Western	100	130
Stock	Great Eastern Ordinary Stock	100	42
Stock	Great Northern	100	135
Stock	Do., A Stock*	100	155
Stock	Great Southern and Western of Ireland	100	116
Stock	Great Western—Original	100	126
Stock	Lancashire and Yorkshire	100	136½
Stock	London, Brighton, and South Coast	100	78½
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	151
Stock	London and South Western	100	105
Stock	Manchester, Sheffield, and Lincoln	100	81½
Stock	Metropolitan	100	70¾
Stock	Do., District	100	30
Stock	Midland	100	143
Stock	North British	100	70
Stock	North Eastern	100	166½
Stock	North London	100	119
Stock	North Staffordshire	100	75
Stock	South Devon	100	76
Stock	South-Eastern	100	106½

*A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

A reduction in the Bank rate of discount has been looked for all this week, and the announcement that the directors had decided to lower it to 4 per cent produced no very marked effect. Early in the week there was some depression in the markets, owing to the uneasiness felt with reference to the Russian question, but this soon disappeared.

In the market for foreign securities the variations have not been important. Russian securities declined on Monday 1 per cent, but have since improved. The new Japanese loan continues over 2 premium.

There was a general improvement in the railway market on Wednesday, founded on the favourable traffic returns and the expectation of a lowering of the Bank rate, and prices have since been fairly maintained.

The directors of the Somerset and Dorset Railway have issued a prospectus inviting applications for 6,250 shares of £20 each at the price of £16 10s., bearing interest at five per cent. from the 1st inst., being the balance of the 18,000 shares constituting the share capital for the extension to Bath of the Somerset and Dorset Railway, which will effect the junction of the Midland and London and South-Western Railway, and complete the narrow gauge from the North, and from the cities of Bristol and Bath to the north and

south.west of England. The prospectus states that the extension line passes through a district rich in valuable limestone, Bath freestone, and in iron ore, for the smelting of which large works have for some years been in successful operation in the neighbourhood; it also passes through the centre of the Somersetshire Coalfield at Radstock, and will convey that coal direct from the pits, and, without break of gauge, to Bath, with a population of 60,000, and to the towns and districts of the London and South-Western Railway, extending from Basingstoke, Salisbury, and Portsmouth, on the south-east, to Exeter, on the west, including a population exceeding 500,000, for which this coalfield is the nearest and cheapest source of supply. The existing line of the Somerset and Dorset Railway, opened and in work, is sixty-six miles in length, and the extension line to Bath will be about twenty-six miles. By the Act of Parliament authorising the extension the line already existing is charged with the payment, not only of its own working expenses, but also of the working expenses of the extension line, and (together with the extension railway) with an annual charge of £17,000. The due and punctual payment of interest up to the opening of the line for public traffic, fixed for 31st December, 1873, is guaranteed by the investment of £30,000 consols in the names of the Right Honourable Lord Robert Montagu, M.P., and John Alexander Mainley Cope, Esq., as trustees.

The directors of the North Wales Narrow Gauge Railways Company are prepared to receive applications for 6,600 shares of £10 each, being the share capital, which, under the provisions of the Act of Parliament incorporating the company, is specially applicable to the construction of the Moel Tryfan undertaking, which consists of the lines of railway, viz., from the junction with the Carnarvonshire Railway to Moel Tryfan, and branch to Bettws Garmon. The price of issue of the shares are offered at par. The company has entered into an agreement leasing the Moel Tryfan undertaking for twenty-one years, at a minimum rent of six per cent. on the share capital now for subscription, with extra rent by participation in profits over six per cent. from time to time in proportion to the traffic. The prospectus states that "It has been practically proved by the experience of the Festiniog Railway,—to which the railways now about to be constructed are in most respects identical,—that narrow gauge railways, in addition to the advantages they possess as regards cheapness of construction, allow of their working at rates much below those of railways of broader gauge, and instead of the working expenses absorbing more than fifty per cent. of the receipts, as is the case with railways on the old principle, they do not exceed from thirty-five to forty-five per cent." Under the provisions of the lease (which is to be confirmed by an Act now before Parliament), the lessee, Mr. H. B. Roberts, is to maintain, manage, and work the lines, bearing all expenses of administration, the company receiving the whole of the gross receipts, and (after deducting the interest on debentures), retaining thereout the necessary sum out of which to pay six per cent. per annum on the share capital, to be increased as follows:—Interest will accrue immediately at six per cent. per annum on the shares,—a sufficient amount having been invested in Consols in the names of Sir Llewelyn Turner, Chairman, and Thomas Bolland, Esq., as trustees, for securing the interest during the construction of the lines, which are to be finished within eighteen months. The subscription lists will be closed on Monday next, the 27th instant, for London; and on Tuesday, the 28th instant, for the country. The shares are quoted two and three per cent. premium.

A prospectus has been issued of the New Gas Company (Limited) with a capital of £500,000 first issue, being for £250,000 in 50,000 shares of £5 each. The company is formed for the purpose of acquiring and developing the British and foreign patents for improvements in the manufacture of gas for lighting and heating purposes, known as Ruck's Patents. The chief advantages set forth in the prospectus are, a large saving in the cost of manufacture, gas of greater purity and brilliancy than ordinary coal gas, a saving of labour in gas making, simplicity of apparatus, adaptability to the lighting of houses, &c., at a distance, and the company have erected works at Battersea, which intending shareholders are invited to inspect, cards of admission being obtainable from the secretary, at the offices of the company, 31 and 32, Lombard-street.

Messrs. Morton, Rose & Co. are authorised by the Corporation of the City of Montreal to receive subscriptions for £500,000 in 5 per cent. sterling bonds of £100 and £500 each, redeemable at par by annual drawings and issued at £90 per cent. The proceeds of the bonds are for enlarging the water-works, the acquision of grounds for a park, and other purposes, which it is anticipated will be re-productive. By the Acts incorporating the City of Montreal the ordinary expenditure of each year cannot exceed the net revenue of the previous year, with any unexpended balance thereof. The contemplated expenditure for each succeeding year must also be formally appropriated in advance. These provisions are intended to guard against any increase in the ordinary expenditure beyond the revenue arising from the progessive wealth of the city.

BIRTHS AND DEATHS.

BIRTH

BUND—On Jan. 16, at 30, Craven-road, Hyde-park, the wife of J. W. Willis Bund, of Lincoln's-inn, barrister-at-law, of a daughter.

DEATHS.

ARMSTRONG—On Jan. 15, at Dr. Stocker's, Peckham House, James Armstrong, Esq., solicitor, aged 42.

TOMPKINS—On Jan. 20, at 135, Leighton-road, Kentish-town, of consumption, Walter Edward Tompkins, Esq., solicitor, aged 33.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

TUESDAY, Jan. 14, 1873.

LIMITED IN CHANCERY.

Beehive Fire Insurance Company (Limited).—Vice Chancellor Malins, has by an order, dated Dec 16, appointed Robt Allan McLean, 3, Lothbury, to be provisionally official liquidator.

Metropolitan Company (Limited).—Petition for winding up, presented Jan 10, directed to be heard before Vice Chancellor Malins on Jan 24. Nash and Co, Suffolk lane, Cannon st, solicitors for the petitioners.

North of Europe Land and Mining Company (Limited).—By an order made by Vice Chancellor Bacon, dated Jan 11, it was ordered that the above company be wound up by the court. Kays, New inn, Strand, solicitor for the petitioner.

Skidmore's Art Manufactures and Constructive Iron Company (Limited).—The Master of the Rolls has fixed Jan 22 at 2, at his chambers, Rolls yd, Chancery lane, for the appointment of an official liquidator.

FRIDAY, Jan. 17, 1873.

UNLIMITED IN CHANCERY.

Briton Ferry Floating Dock Company.—Petition for winding up, presented Jan 14, directed to be heard before Vice Chancellor Wickens, on Jan 31. Freshfields, Bank bldgs, solicitors for the petitioners.

LIMITED IN CHANCERY.

Chemical Light Company (Limited).—The Vice Chancellor has, by an order dated Jan 14, appointed John Hy Rochester Breckels, 4, Coleman st, to be official liquidator.

Nanty Lead Mining Company (Limited).—By an order made by Vice Chancellor Malins, dated Dec 20, it was ordered that the above company be wound up. Bennett, Furnival's inn, solicitor for the petitioner.

North of Europe Land and Mining Company (Limited).—Vice Chancellor Bacon has fixed Jan 30 at 12, at his chambers, 11, New sq, Lincoln's inn, for the appointment of an official liquidator.

Wood Street Warehouse Company (Limited).—Petition for winding up, presented Jan 15, directed to be heard before the Master of the Rolls on Jan 25. Ashurst and Co, Old Jewry, solicitors for the petitioner.

TUESDAY, Jan. 21, 1873.

UNLIMITED IN CHANCERY.

Commonwealth Benefit Building Society.—Vice Chancellor Wickens has, by an order, dated Dec 11, appointed Geo Elphinstone Ollive, 2, Gresham bldgs, Basinghall st, to be the official liquidator.

LIMITED IN CHANCERY.

Builders' Trade Circular Company (Limited).—Vice Chancellor Malins has, by an order dated Jan 16, appointed Geo Edwd Jeffery, 11, Cherry st, Birm, to be provisionally official liquidator.

Chemical Light Company (Limited).—Creditors are requested, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims to John Hy Rochester Breckels, 4, Coleman st. Thursday, Feb 27 at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

FRIDAY, Jan. 17, 1873.

Okel Tor Mine Company.—Petition for winding up, presented Jan 10, directed to be heard before the Vice Warden, at 24, Duke st, Westminster, on Tuesday, Jan 28 at 12; and by an order dated Jan 13, Chas Lee Nicholls was appointed provisionally official liquidator. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before

Jan 24, and notice thereof must, at the same time be given to the petitioner, his solicitors or agent. Paul, Truro; agent for Davidsons and Co, Basinghall st, solicitors to the petitioner.

TUESDAY, Jan. 21, 1873.

Wheal Henry Tin and Copper Mining Company (Limited).—Petition for winding up, presented Jan 14, directed to be heard before the Vice Warden, at the Law Institution, Chancery lane, on Wednesday, Jan 29 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Jan 25, and notice thereof must, at the same time be given to the petitioner, his solicitors or agent. Paul, Truro; agent for Blagden, Gt Winchester st, solicitor to the petitioner.

COUNTY PALATINE OF LANCASTER.

FRIDAY, Jan. 17, 1873.

King's Sutton Ironstone Company (Limited).—By an order made by Vice Chancellor Little, dated Jan 7, it was ordered that the above company be wound up by this court. Partington and Allen, Manch, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Jan. 14, 1873.

Broadbent. Wm, Bradford, York, Woolstapler. Feb 10. Broadbent v Bates, V.C. Malins. George, Bradford

Buckle, Ambrose, Easingwould, York, Yeoman. Jan 31. Buckle v Layton, V.C. Bacon. Layton, Suffolk lane

Horsford, John, Spaldwick, Hunts. Feb 10. Belton v Horsford, M.R. Daubeny, King's Bench walk, Temple

Laurens, Jacques Louis Edmond, South Audley st, Wine Merchant. Feb 18. Re Laurens, V.C. Bacon. Law and Co, New sq, Lincoln's inn

Millikin, John, Southwark st. Feb 20. Millikin v Lowe, V.C. Wickens. Hill and Son, Throgmorton st

Sharman, Saml, Alexander st, Westbourne pk, Grocer. Feb 7. Sharman v Rose, M.R. Thornhill, New sq, Lincoln's inn

Williams, Robt Edwd, Rhyl, Flint, Solicitor. Feb 11. Shefler v Morris, M.R. Sisson and George, Rhyl

FRIDAY, Jan. 17, 1873.

Cobb, Hy Bowyer Stanhope, Lane's Hotel, St James', Esq. Feb 20. Hammond v Frere, V.C. Wickens. Frere and Co, Lincoln's inn fields

Daniel, Wm, Maes-y-Garnedd, Denbigh, Farmer. Feb 14. Daniel v Lloyd, M.R. Jones, Flint

Edwards, Wm, sen, Chapel st, Grosvenor sq, Gent. Feb 20. Dulson v Bruce, V.C. Bacon. Cattlin, Basinghall st

Meyers, John Lewis, Cheshunt, Hertford, Farmer. Feb 14. Wicks v Meyers, V.C. Malins. Duffield and Bruty, Tokenhouse yd

Stoveld, John, Stedham Hall, Sussex. Feb 15. Ridsdale v Taylor, V.C. Wickens. Lucas, Midhurst

Teed, John Godfrey, Somers pl, Hyde pk, Judge of County Courts. Feb 16. Heap v Teed, V.C. Malins. Sharpe and Ullithorne, Gray's inn

Watts, John, Thornhill rd, Barnsbury pk, Registrar of Births. Feb 21. Harris v Watts, V.C. Wickens. Poole, Bartholomew close

NEXT OF KIN.

Edwards, Wm, sen, Chapel st, Grosvenor sq. Feb 20. Dulson v Bruce, V.C. Bacon

TUESDAY, Jan. 21, 1873.

Coupland, John, Southampton, Gent. Feb 28. Rubie v Lomer, V.C. Wickens. Stocken and Jupp, Leadenhall st

Lambert, Fras, Lichfield, Gent. Feb 12. Lambert v Lambert, V.C. Bacon. Cullingford, Gracechurch st

Mardon, Wm, Sutton, Surrey, Solicitor. Feb 17. Mills v Mardon, V.C. Malins. Hayter, Raymond bldgs, Gray's inn

Stedman, Robt Frost, Sudbury, Suffolk, Solicitor, Feb 20. Marshall v Stedman, M.R. Child, Old Jewry chambers

Surman, Joseph, Exeter hall, Strand, Conductor of Oratorios. Feb 16. Surman v Clark, V.C. Malins. Tippetts and Son, Gt St Thomas Apostle

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Jan. 14, 1873.

Abriani, Domenico, Bascote, Warwick, Farmer. Feb 24. Welchman, Southam

Baldwin, Wm, Nelson, nr Burnley, Lancashire, Dealer. March 12. Haworth

Bickerton, Thos, Lpool, Surgeon. March 27. Wareing, Lpool

Bousfield, Thos, St Mary Axe, Esq. March 1. Potter, King st, Cheapside

Brook, Mary Anne, Petistree, Suffolk, Widow. Feb 26. Moor, Woodbridge

Carrill, Thos, Farnworth, Lancashire. Feb 1. Ramwell and Co, Bolton

Carver, Rev Wm Jas, Westbourne Pk villas, Bayswater. Feb 10. Plimsaul, South sq, Gray's inn

Clapton, Nathaniel, sen, Sidbury, Worcester, Baker. March 10. Corbet, Worcester

Cross, John Wm Arengo, Iscoed, Carmarthen, Esq. Feb 28. Fearon and Co, Gt George st, Westminster

Duckworth, Thos, Bolton, Lancashire, Flagger. Feb 1. Ramwell and Co, Bolton

Fleetwood, Hy, Hulme, Manch, Stone Mason. March 25. Whitworth, Manch

Fox, John, Long Ashton, Somerset, Farmer. Feb 22. O'Donoghue and Rickards, Bristol

Grigg, Wm, Upper Thames st, Gent. Feb 28. Coode and Co, Bedford row

Harrison, John, Cheshire, Builder. Feb 14. Horahin

Jones, Hazlewood, the Avenue, Surbiton hill, Surrey, Lieutenant 18th Royal Irish. March 1. Shortland

Kemp, Chas, Goudhurst, Kent, Farmer. Feb 10. Hinds, Goudhurst

Kendall, Thos, Lancashire, Ulverston. March 1. Reamington, Ulverston

Lacey, Eliz, Amersham vale, New Cross. March 17. Tabor, Leadenhall st

Lawrence, Eliz Ann, Saxon rd, Old Ford, Widow. March 1. Brett, West st, Finsbury circus

Matthews, Wm, Coventry, Gent. Feb 21. Woodcock, Coventry

Openshaw, John Ollivant, Bakewell, Derby, Gent. March 13. Taylor, Bakewell

Pendlebury, Gerard, Bolton, Lancashire, Gent. Feb 1. Ramwell and Co, Bolton

Price, Eliza Partridge, Queen's gate, Kensington, Widow. March 1, Leeman and Co, Lincoln's inn fields

Thackeray, Sarah Jane, Cheshire, Spinster. Feb 8. Helps and Co, Cheshire

Turner, Hy, Ringmer, Sussex, Brickmaker. March 31. Blaker and Son, Lewes

White, Rev John Calcutta, Rawreth, Essex. Feb 24. Young and Co, Essex st, Strand

Winstone, Geo, Wraxall, Somerset, Yeoman. Feb 22. O'Donoghue and Rickards, Bristol

Witherington, Geo, Long Itchington, Warwick, Lime Burner. March 25. Welchman

FRIDAY, Jan. 17, 1873.

Brathwaite, Hannah, Greenside, Westmorland, Spinster. Feb 14. Johnson, Lincoln's inn fields

Christie, Geo, Grovesnor pl, Commercial rd East, Outfitter. Feb 28. Nutt, Brabant ct, Philpot lane

Compson, Thos, Halesowen, Worcester, Tanner. March 11. Bernard and King, Stourbridge

Pitroy, Elena de, Turin, Italy. March 14. Bosanquet, Austin Friars

Dustan, Chas, Gunnislake, Cornwall, Gent. March 8. Peter, Callington

Flint, John, otherwise John Arnott, Bugthorpe, York, Farmer. April 1. Dale, York

Ford, Mary, Broughton, Manch, Widow. March 31. Parry and Son, Manch

Foster, Richd, Beggarmans, Buckden, York, Yeoman. Feb 8. Hammond, West Burton, Bedale

Geary, Mary Anne, Glebe pl, Chelsea, Widow. March 1. Sladen and Mackenzie, Parliament st, Westminster

Hards, John Edward, Oxford st, Licensed Victualler. March 1. Nation, Orchard st, Portman sq

Harvey, Richd, Garratt's green, Warwick, Farmer. March 1. Beale, Marigold, and Beale, Birmingham

Humphries, Ann, Argyle villas, Duncum rd, Hornsey Rise, Widow. Feb 28. Nutt, Brabant ct, Philpot lane

Jackson, Senor Don Pedro Jose, Shepperton, Middx. Feb 28. Sykes, St Swithin's lane

Kelsey, John, Paradise st, Rotherhithe, Surveyor. Feb 24. Hawks, Willmott, and Stokes, Borough High st, Southwark

Knight, Susanna Elizabeth, Holland st, Kensington, Spinster. Feb 15. Trutch, College place, Camden Town

McCormick, Sophia, Russell st, Covent gdn, Widow. Feb 15. Venn, New inn, Strand

Norman, Elizabeth, Upper Deal, Kent, Widow. Feb 22. Davidson, Spring gdns, Charing cross

Nugent, Priscilla, Lemington Pryors, Warwick, Widow. March 1. Walford, Bolton st, Piccadilly

Orgill, Jane, Adelaide rd, Haverstock hill, Widow. March 25. Routh and Stacey, Southampton st, Bloomsbury

Pepper, William Henry, White Lion st, Saddler. March 13. Reed and Lovell, Guildhall chambers

Pugh, Mary, Llanigon, Brecon, Widow. March 1. Lewis, Galsbury

Rodick, Henry, Pebmarsh, Essex, Silk Throwster. Feb 28. Abrahams and Roffey, Old Jewry

Sampson, Richd Michell, Devoran, Cornwall, Merchant. March 1. Hodge and Co, Truro

Saunders, John, Sydenham rd, Croydon, Hotel Keeper. March 25 Routh and Stacey, Southampton st, Bloomsbury

Shadwell, Harriet, Worcester. Jan 27. Jennings, St Swithin's lane

Snarp, Colin, The Terrace, Clapham common, Esq. March 1. Ford and Lloyd, Bloomsbury sq

Stubbings, Michael, Attleburgh, Norfolk, Farmer. March 1. Emerson and Sparrow, Norwich

Warren, Joseph, Maldon, Essex, Ironfounder. April 1. Digby and Son, Maldon

White, Benjamin, Old Kent rd, Tanner. Feb 28. Slee and Co, Parish st, Southwark

Worrall, Henry Lechmere, Clifton, Bristol, General. June 24. Osborne and Co, Bristol

Yevily, Mary, Shrewsbury, Salop, Spinster. March 6. Clark, Shrewsbury

TUESDAY, Jan. 21, 1873.

Barnes, Eliz, Sheffield, Widow. Feb 20. Clegg and Son, Sheffield

Bracebridge, Chas Holte, Atherstone, Warwick, Esq. March 1. Fowke, Birm

Burges, Hy Cust, Upper Norwood, Esq. April 1. Patten

Burges, Joseph, Whetstone, Middlesex, Tailor. March 20. Hughes and Sons, Chapel st, Bedford row

Burrows, Hy Parker, Maidenhead, Berks, Brewer. Feb 28. Booth, Essex st, Strand

Firth, Saml, Marsden, York, Retired Silk Spinner. March 1. Jones and Hird, Huddersfield

Goddard, Wm Hy, London wall, Merchant. March 1. Potter, King st, Cheapside

Halestrap, Saml, Hertford, Innkeeper. March 15. Spence and Hawks, Hertford

Knight, John, Henley Hall, Salop, Esq. March 3. Parkin and Pagden, New sq, Lincoln's inn

Hoppe, John, Bishopsgate st Without, Shoe Manufacturer. March 1. Carpenter and Son, Brabant ct, Philpot lane

Magan, Ellen, Brighton, Sussex, Widow. March 1. Hallett, Lincoln's inn fields

McCabe, Thornton Jas Jeremy, Augustus rd, Wandsworth, Gent. March 1. Potter, King st, Cheapside

McGregor, Thos, Cheapside, Woollen Warehouseman. March 25. Reed and Lovell, Basinghall st

Nicholas, Jacob Jenkins, Newport, Monmouth, Timber Merchant. March 1. Davis and Justice, Newport

Oakley, Wm, High st, Whitechapel, Grocer. March 10. Baddeley and Sons, Leman st

Pearson, Jas, Vanburgh Pk, Blackheath. March 1. Steward, Ipswich
Reinhardt, Christian Fredk Louis, Sheffield, Pork Butcher. Feb 20. Clegg and Son, Sheffield
Seagar, Jas, Chatburn, Lancashire, Grocer. Feb 10. Wheeler and Co, Clitheroe
Sharp, Stephen, Lpool, Hide and Skin Broker. Feb 15. Morecroft, Lpool
Skinsley, Archer. Abery terrace, Darnley rd, Hackney. March 17. Clennell, Gt James st, Bedford row
Smedley, Wm, Newton Solney, Derby, Gent. Feb 28, Sale, Derby
Smithson, Eliz, Upper Phillimore pl, Kensington. March 22. Barnard and Co, Lancaster pl, Strand
Vallance, Rev Wm Southchurch, Essex. March 1. Grover and Humphreys, King's Bench walk, Temple
Withall, Wm Chas, Brunswick pl, City rd, Trimming Manufacturer. Feb 21. Withall, Brunswick pl, City rd

Bankrupts.

FRIDAY, Jan. 17, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

owler, W H, Liverpool st, Bishopsgate st, Tea Dealer. Pet Jan 13, Brougham. Jan 31 at 11
Hampson, John David Chas, Clifton rd East, St Marylebone, Surgeon Dentist. Pet Jan 15. Hazlitt. Feb 5 at 11

To Surrender in the Country.

Camp, Wm Chas, Rordon, Essex, Grocer. Pet Jan 11. Pulley. Edmonton, Jan 28 at 12
Chadwick, John Hardman, Heywood, Lancashire, Cotton Spinner. Pet Jan 13. Holden. Bolton, Jan 30 at 10.30
Elfe, Jas, Lpool, Draper. Pet Jan 14. Hime. Lpool, Jan 29 at 2
Jones, Thos, Leeds, Potato Merchant. Pet Jan 15. Marshall. Leeds, Feb 5 at 11
Lainton, Jas, and Joseph Sealby, Carlisle, Share Brokers. Pet Jan 13. Halton. Carlisle, Jan 28 at 11
Pritchard, Wm, Hereford, no business. Pet Jan 13. Reynolds. Hereford, Jan 30 at 11
Roberts, John. Llanfair, Montgomery, Innkeeper. Pet Jan 14. Talbot. Newtown, Jan 29 at 1
Walker, Wm, and Jas Walker, Maidstone, Kent, Drapers. Pet Jan 14. Scudamore. Maidstone, Jan 29 at 12

TUESDAY, Jan. 21, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dunn, Fredk Chas, Ladbroke Grove rd, Notting hill, Wine Merchant. Pet Jan 18, Roche. Feb 5 at 12

To Surrender in the Country.

Almond, Robt Daglish, Wigan, Lancashire, Pet Jan 17. Woodcock. Wigan, Feb 11 at 11
Cleeton, Richd, Worcester, Butcher. Pet Jan 16. Crisp. Worcester, Feb 4 at 11
Green, Thos, Pinchbeck, Lincoln, Bricklayer. Pet Jan 16. Gaches. Peterborough, Feb 1 at 2
Haswell, John, Sunderland, Durham, Grocer. Pet Jan 16. Ellis. Sunderland, Feb 1 at 2
Illingworth, Hiram, Bradford, Joiner. Pet Jan 16. Robinson. Bradford, Feb 4 at 9
Kay, Richd Dugdale, and Chas Hy Wood, Accrington, Lancashire, Waterproof Cloth Manufacturers. Pet Jan 18. Bolton. Blackburn, Feb 5 at 10.30
Lane, Joseph Watkin, Shrewsbury, Salop, Licensed Victualler. Pet Jan 13. Peele. Shrewsbury, Jan 28 at 11
Watts, Wm, Bungay, Suffolk, Grocer. Pet Jan 18. Diver. At Yarmouth, Feb 5 at 3

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 17, 1873.

Langton, John, jun, Harwich, Essex, out of business. Nov 28
Macnamara, John, Loughborough rd, Brixton, Clerk in Somerset House. Jan 14

TUESDAY, Jan. 21, 1875.

Mason, Fredk, Walworth rd, Tobacconist. Jan 17

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 17, 1873.

Abbey, Edwd Hopley, Wakfield, York, Grocer. Jan 30 at 3, at offices of Fernandes and Gill, Cross sq, Wakefield
Andrews, Benj, Tewkesbury, Gloucester, General Dealer. Jan 28 at 10, at offices of Marshall, Essex pl, Cheltenham
Atkin, Wm, Kingston upon Hull, Boot Maker. Jan 27 at 3, at offices of Roberts and Leak, Bowlalley lane, Kingston upon Hull
Badsey, John, Smethwick, Stafford, Retail Brewer. Jan 30 at 3, at office of Jackson, Lombard st, West Bromwich
Bailey, John, and Saml Bailey, jun, Kettering, Northampton, Boot Manufacturers. Feb 4 at 12, at the Horse Shoe Inn, Sheep st, Wellingborough. Henry, Wellingborough
Bale Joseph, (and not Ball, as erroneously printed in Gazette of Jan 10), Aldermanbury, Dealer in Fancy Articles. Jan 27 at 3, at offices of Stocken and Jupp, Leadenhall st
Bannister, Wm, Patcham, Sussex, Working Smith. Jan 29 at 12, at offices of Stuckey, Old Steine, Brighton
Baker, John Barrass, Longton, Stafford, Draper. Jan 31 at 11, at the Union Hotel, Longton. Hamley, Longton
Brandon, David, Stoke upon Trent, Stafford, Licensed Victualler. Jan 28 at 11, at the County Court Offices, Cheapside, Hanley. Stevenson, Hanley
Bush, Jas, Barrow in Furness, Lancashire, Contractor. Jan 29 at 11, at offices of Bradshaw, Furness chambers, Strand, Barrow in Furness
astle, Jas, Lordship lane, Wood Green, Cowkeeper. Feb 4 at 3, at offices of Heathfield, Lincoln's inn fields
Clark, Robt, Portsmouth, Grocer. Jan 29 at 4, at offices of King, Union st, Portsea
Constable, Hy, Abingdon, Berks, Stationer. Feb 4 at 11, at offices of Mallam, High st, Oxford
Dally, Jas, Grove rd, St John's Wood, Trainer of Horses. Jan 25 at 3, at offices of Froggatt, Argyll st
Davies, Danl, Merthyr Tydfil, Glamorgan, Grocer. Jan 29 at 1, at the County Court Offices, Merthyr Tydfil
Dawkins, Geo, Derby, Tailor. Feb 3 at 3, at offices of Leech, Full st, Derby
Dawson, Hy, Bewdley, Worcester, out of business. Jan 29 at 3, at offices of Saunders, jun, Mill st, Kidderminster
Dixon, Geo, Lincoln, Builder. Feb 1 at 11, at the Freemason's Hall, Newland, Lincoln. Moore and Ward, Lincoln
Edwards, Wm Walter, Bury st, St James sq, Clerk in Holy Orders. Feb 6 at 4, at offices of Lewis and Co, Old Jewry
Elkin, Geo, Longton, Stafford, Pork Butcher. Jan 28 at 11, at office of Litchfield, Newcastle under Lyme
Feasby, Thos, North Grimston, York, Farmer. Jan 29 at 11, at offices of Jackson, Malton
Fox, Edwin, and Frank Darton, Cornhill, Merchants. Jan 30 at 3, at the City Terminus Hotel, Cannon st. Mount, Gracechurch st
Franks, Francis, Frome, Somerset, Farmer. Jan 30 at 3, at offices of Crottwell and Daniel, Bath st, Frome
Friend, John Edwd, Plymouth, Devon, Engineer. Feb 10 at 12, at offices of Bray, Edgcumbe st, East Stonehouse
Fuge, Jas, Peover Superior, Cheshire, Clerk in Holy Orders. Feb 4 at 1, at the Robin Hood, Crewe. Duckworth, Manch
Furlonge, Wm Holland, and Chas Geo Hy Furlonge, Holywell, Flint, Manufacturing Chemists. Jan 30 at 12, at the Queen Hotel, Cheshire. Linklater and Co, Walbrook
Gambling Wm, Northam, Hants, Builder. Jan 30 at 12, at the Royal Hotel, Above Bar st, Southampton. Hickman, Southampton
Gardner, Wm, Northampton, Boot Manufacturer. Jan 30 at 11, at office of Becke, Market sq, Northampton
Gathercole, Alfd, Bradford, York, Venetian Blind Manufacturer. Jan 31 at 11, at offices of Cross, Wellington chambers, Westgate, Bradford
Giovannelli, Edwd, Goswell rd, Manager to an Artificial Florist. Feb 10 at 2, at offices of Nash and Co, Suffolk lane
Gooderson, Wm, Beeston, Norfolk, Shoemaker. Feb 5 at 12, at offices of Wright and Barton, East Dereham
Hambridge, Herbert, Yeovil, Somerset, Upholsterer. Feb 3 at 12.30, at the Guildhall Tavern, London. Watts, Yeovil
Hands, Hy, Westbourne pk mews, Livery stable, Keeper. Jan 29 at 2, at offices of Barnett, New Broad st
Harrison, Fredk John, Kingsland rd, Boot Manufacturer. Jan 30 at 12, at office of Lovering and Co, Gresham st. Plesse and Son, Old Jewry chambers
Harvey, John, and Saml Taylor Harvey, Torquay, Devon, Builders. Jan 29 at 2, at the Bude Haven Hotel, St Sidwell st, Exeter. Baker and Co, Weston super Mare
Holland, Elisha Lawton, Dresden, Trentham, Stafford, out of business. Jan 29 at 11, at office of Lichfield, Newcastle under Lyme
Hollingshead, Wm, Marsbro rd, North Blythe lane, Hammersmith, Greengrocer. Jan 27 at 11, at the Richmond Hotel, Shepherd's Bush rd
Ivey, Hy, Broad-oak, Cornwall, Farmer. Jan 28 at 12.30, at the Bell Hotel, Liskeard. Edmonds and Son, Plymouth
James, Josiah, and Thos Chapman, Birm, Mineral Water Manufacturers. Jan 27 at 2, at offices of Morgan, Waterloo st, Birm
Jewis, John, Aberystwith, Cardigan, Innkeeper. Feb 4 at 11, at offices of Hughes and Son, North Parade, Aberystwith
Jones, Thos, Bryn Credig, Flint, Farmer. Jan 29 at 12, at the Plough Inn, St Asaph. Davies, Holywell
Kay, Arthur, Elton, Bury, Lancashire, Waste Bleacher. Jan 29 at 11, at offices of Whitehead and Co, Bolton st, Bury
Kennett, Edwd, Newport, Monmouth, Grocer. Jan 28 at 1, at office of Williams and Co, Dock st, Newport
Kenward, Benj. and Thos Kenward, Well st, Hackney, Marble Chimney piece Manufacturers. Jan 24 at 2, at office of Maniere, Gray's inn sq
Kinsey, Benj Croydon, Edgware rd, Wine Merchant. Jan 31 at 3, at offices of Wragg, Gt St Helen's
Kitt, John, Torpoint, Cornwall, Mason. Feb 1 at 10, at offices of Square, George st, Plymouth
Lawrence, Edwin, Trewindle, Cornwall, Farmer. Feb 4 at 1, at offices of Peace, jun, Lostwithiel. Beer and Rundle, Devonport
Leveret, Turner Poulter, Courtnell st, Talbot rd, Bayswater, Gent. Feb 1 at 11, at offices of Pullen, Cloisters, Temple
Lewis, Saml Hy, Hanley, Stafford, Plumber. Jan 29 at 11, at the County Ct Offices, Hanley. Leech, Newcastle under Lyme
Liddiard, Stephen, Seward st, Goswell rd, Cowkeeper. Feb 3 at 2, at offices of Robinson, Basinghall st
Linford, John, Saml, Holborn bars, Operative Chemist. Feb 4 at 2, at the Law Institution, Chancery lane. Bower and Cotton, Chancery lane
Lovell, Joseph, Weston super Mare, Somerset, Painter. Feb 3 at 12, at offices of Chapman, Weston super Mare
Lovell, Wm Robins, Bristol, Beerhouse Keeper. Jan 29 at 12, at offices of Hancocks and Co, Guildhall, Broad st, Bristol
McClelland, Hugh, and John McClelland, Birm, Merchants. Jan 31 at 12, at the Queen's Hotel, Birm. Beale and Co, Birm
Miflin, John, Newcastle under Lyme, Stafford, Joiner. Jan 30 at 3, at office of Tennant, Hanley
Molland, Chas, and Geo Molland, Southampton, Block Makers. Jan 27 at 3, at the Royal Hotel, Above Bar st, Southampton. Hickman, Southampton
Morgan, Saml, Frome, Somerset, Saddler. Feb 1 at 3, at offices of McCarthy, King st, Frome
Morris, Robt, Bedford Leigh, Lancashire, Machine Broker. Jan 28 at 10, at office of Fielding, Boker's row, Bolton
Pallett, Wm Hy, Gt Hadham, nr Ware, Hertford, Farmer. Jan 27 at 12, at the Railway Hotel, Broxbourne. Austin, Coleman st
Parker, Wm, Caterham Valley, Surrey, Coal Merchant. Jan 24 at 1, at the Greyhound Hotel, High st, Croydon. Parry, King st, Cheapside
Pearson, Geo Thos, Bromley st, Commercial rd East, out of business. Feb 5 at 12, at offices of Moss and Sons, Gracechurch st

Pound, Thos, Leeds, Linen Draper. Jan 29 at 2, at offices of Simpson and Burrell, Albion st, Leeds
Prince, John, Alton, Stafford, Licensed Victualler. Jan 29 at 11, at the County Ct Offices, Stoke upon Trent. Stevenson, Cheapside, Hanley
Rawley Jas Robt, Kingsland rd, Oilman. Jan 31 at 2, at offices of Noon, Blomfield st
Renton, Geo, Bradford, York, Hay Dealer. Feb 5 at 11, at offices of Harle, Dewhirst bldgs, Bradford
Richardson, Harold Slingsby Duncombe, Hanley, Stafford, Barrister-at Law. Jan 30 at 11, at offices of Welch, Caroline st, Longton
Roadknight, Wm Alld, Askham in Furness, Lancashire, Draper. Jan 31 at 12, at offices of Taylor, Strand, Barrow in Furness
Robinson, Geo Dannett, Cecil st, Strand, Manager to a Wine Company. Jan 29 at 10.30, at Peel's Coffee House, Fleet st. Begbie, Essex st, Strand
Robinson, Wm, Bishop's Castle, Salop, Innkeeper. Feb 3 at 1, at office of Pardoe and Nevil, Bishop's Castle
Rule, Geo Thos Baillie, Addiscombe, Surrey, Commercial Traveller. Feb 3 at 2, at offices of Podmore, Union ct, Old Broad st
Russels, Saml, Lydbrook, Gloucester, Saw mill Proprietor. Jan 29 at 12, at offices of Davies, Ross
Schorr, Fritz Wilhelm, Noble st, Warehouseman. Feb 5 at 12, at 33, Gutter lane. Plunkett, Gutter lane
Seare, Benj Powell, and Edwd Chas Essex, Gt Winchester bldgs, Commission Merchants. Jan 29 at 2, at the Guildhall Tavern, Gresham st. McDiarmid, Old Jewry chambers
Sewell, Chas, Northampton, Broker. Jan 30 at 3, at offices of Becke, Market sq, Northampton
Shackell, Saml, Bignold rd, Forest Gate, Commercial Traveller. Feb 10 at 2, at offices of Slater and Pannell, Guildhall chambers. Curtis, King st, Cheapside
Showler, Hy, Cursitor st, Chancery lane, Law Stationer. Feb 11 at 12, at offices of Yetts, Temple chambers, Fleet st
Smith, Jas, Manch, Woollen Merchant. Feb 6 at 3, at office of Sale and Co, Booth st, Manch
Solly, Stephen John, Deal, Kent, Tobacconist. Jan 29 at 3, at the Royal Hotel, Deal. Mercer and Co, Deal
Standring, Joseph, Rochdale, Lancashire, Flannel Merchant. Jan 30 at 3, at 48, Lord st, Rochdale. Heap, Rochdale
Stephens, Robt, Gt Titchfield st, Oxford st, Draper. Jan 28 at 3, at offices of Longcroft, Lincoln's inn fields
Stewart, Raynham, York rd, King's cross, Coal Merchant. Jan 30 at 2, at offices of Ferry, Guildhall chambers, Basinghall st
Stoessiger, Alex, Royal terrace, Upper Norwood, Jeweller. Jan 31 at 3, at offices of Lewis and Lewis, Ely pl, Holborn
Stubbs, Hy, Basingstoke, Hants, Machinist. Jan 31 at 12, at offices of Chandler, Church st, Basingstoke
Thatcher, Geo, Dawley, Salop, Baker. Jan 29 at 11, at offices of James, King st, Wellington
Thomas, John, Wells, Somerset, Schoolmaster. Jan 28 at 12, at offices of Hobbs, Wells
Tomkins, Stratton, Aldermanbury, Manufacturer. Jan 31 at 2, at 33, Gutter lane. Phelps and Sidgwick, Gresham st
Townley, Thos, Bolton, Lancashire, Spinner. Feb 3 at 3, at offices of Goodeu, Mawdsley st, Bolton
Turner, Wm, Banbury rd, South Hackney, Builder. Feb 5 at 3, at the Chamber of Commerce, Cheapside. Crowther, Gray's inn sq
Weston, Hy, Maida hill West, Schoolmaster. Jan 25 at 12, at 12, Hatton gdn. Marshall
Wickens, Geo Chevreton, Southampton, Watchmaker. Feb 5 at 2, at offices of Walker and Co, Southampton st, Bloomsbury. Deacon and Co
Willett, Hy, Saffron Walden, Essex, Blacksmith. Jan 29 at 2, at the Rose and Crown Hotel, Saffron Walden. Freeland and Bellingham, Saffron Walden
Wilson, Lorraine, Manch, Fustian Manufacturer. Feb 5 at 3, at offices of Sale and Co, Booth st Manch
Woodhouse, Wm, Nottingham, Painter. Feb 7 at 12, offices of Acton, Victoria st, Nottingham
Wright, Jas, Stannington, nr Sheffield, Farmer. Jan 31 at 2, at offices of Tattersall, Sheffield

TUESDAY, Jan. 21, 1873.

Adkins, Thos, Wellingborough, Northampton, Manufacturer. Feb 1 at 12, at the Angel Hotel, Bridge st, Northampton. Roscoe and Co, King st, Finsbury sq
Akhurst, Wm Edwd, King Henry's walk, Ball's Pond rd, Soda Water Manufacturer. Jan 30 at 2, at 12, Hatton gdn. Marshall
Alford, Ishmael, Chard, Somerset, Baker. Feb 4 at 3, at the Dolphin Inn, Fore st, Chard. Collins, Ilminster
Baldwin, Thos, Devonport, Devon, Engineer in the Royal Navy. Feb 5 at 11, at offices of Beer and Rundle, Ker st, Devonport
Barcroft, John, Hanley, Stafford, Basket Maker. Jan 31 at 11, at the County Ct Offices, Cheapside, Hanley. Stevenson, Hanley
Barnby, Jas, Lockington, York, Farmer. Jan 31 at 2, at the Holderness Hotel, Beverley. Cross
Batley, Jas Lovell, Hoxton st, Hoxton, Corn Merchant. Feb 3 at 2, at offices of Pook, Mitre ct, Temple
Bowker, Abraham, Atherton, Lancashire, Provision Dealer. Feb 7 at 3, at offices of Ambler, South King st, Manch
Brooks, Hy Truitt, Crown st, Reavor lane, Hammersmith, Lighterman. Jan 31 at 3, at 33, Gutter lane. Oliver, King st, Cheapside
Brown, John Wilson, Upper Berkeley st, Portman sq, Ironmonger. Jan 29 at 1, at the Black Bull Hotel, Holborn. Roberts, Spring gdns
Buckham, John, Middlesbrough, York, Shopkeeper. Feb 3 at 2, at offices of Dobson, Middlesborough
Butler, Thos, Lpool, Restrurant Proprietor. Feb 4 at 3, at offices of Gray, Mount Pleasant, Lpool
Callen, Thos, Crawford st, Bryanston sq, Oilman. Feb 3 at 1, at 7, Wilmington sq. Lewis
Carrick, John Hy, and Thos Edwd Hill, Gt Tower st, Colonial Brokers. Feb 6 at 2, at the Guildhall Tavern, Gresham st. Stanley, Austin Friars
Case, Jas, Elton, Lancashire, Iron Moulder. Feb 5 at 11, at offices of Whitehead and Co, Bolton st, Bury
Clay, Jas Hy, and Saml Rhodes Clay, Dewsbury, York, Woollen Manufacturers. Feb 3 at 3, at the Royal Hotel, Dewsbury. Walker, Dewsbury
Cookson, Jas, East Molesey, Surrey, Grocer. Feb 3 at 2.30, at offices of Cann, Vine rd, East Molesey
Corfe, John, Birm, Pork Butcher. Feb 7 at 3, at offices of Rowlands and Co, Colmore row, Birm
Curtis, Joseph, Hanley, Stafford, Commission Agent. Jan 30 at 11, at the County Ct Offices, Cheapside, Hanley. Stevenson, Hanley
Day, Wm Chas, Old Ford rd, Beer Seller. Jan 31 at 12, at offices of Abbott, Worship st
Doyle, Edwd Jas, Stockwell st, Greenwich, Fishmonger. Feb 10 at 3, at offices of Hicklin and Washington, Trinity sq, Borough
Figgins, Fras, Manch, Saddler. Feb 3 at 3, at offices of Hardings and Co, Princess st, Manch
Fisher, Fredk, and Peter Pickerden, Gt Grimsby, Sawyers. Feb 1 at 12, at offices of Grange and Wintringham, West St Mary's gate, Gt Grimsby
Fosbrooke, Albert, Manch, Comm Agent. Jan 31 at 2.30, at offices of Marriott and Woodall, Norfolk st, Manch
Garnett, Grace, Oldham, Lancashire, out of business. Jan 31 at 11, at office of Mellor, Church lane, Oldham
Greensmith, Thos, Derley Abbey, Derby, Grocer. Feb 8 at 11, at offices of Harrison and Co, Becketwell lane, Derby. Briggs, Derby
Greenwood, Wm, Halifax, York, Cotton Doubler. Jan 31 at 11, at office of Norris and Co, Crossley st, Halifax
Gregory, Elijah Browning, Bath, Wine Merchant. Feb 3 at 11, at office of Bartrum, Northumberland bldgs, Bath
Haines, Alf, Evesham, Worcester, Licensed Victualler. Jan 31 at 12, at offices of Fallows, Cherry st, Birm
Hanna, John, St Helen's, Lancashire, Bootmaker, Feb 5 at 2, at offices of Evans and Lockett, Commerce chambers, Lord st, Lpool
Harris, Alf, Birm, Clothier. Feb 3 at 12, at offices of Duke, Christ Church passage, Birm
Hodgson, Wm, Thornhill, York, Builder. Feb 4 at 2, at the Bull Hotel, Wakefield. Walker, Dewsbury
Hudson, Jas, Dudley hill, nr Bradford, York, Painter. Feb 5 at 11, at offices of Watson and Dickons, Victoria chambers, Market st, Bradford
Irving, Geo, Newcastle-upon-Tyne, Grocer. Jan 30 at 11, at offices of Harle, Aikenside hill, Newcastle-on-Tyne
Jackson, Chas Fredk, St Mary axe, Merchant. Jan 30 at 3, at 15, St Mary axe. Blake, Lothbury
Jackson, Frank, Birm, Grocer. Feb 3 at 10, at offices of Duke, Christ Church passage, Birm
Jebb, John Hy, St Thomas' rd, Hackney, no occupation. Feb 5 at 3, at offices of Buckler and Co, Fenchurch st
Johnson, Thos, Congleton, Cheshire, Comm Agent. Feb 1 at 11, at offices of Cooper, Lawton st, Congleton
Johnson, Wm, Moore pk rd, Fulham, out of business. Feb 4 at 3, at offices of Wells, Paternoster row
Jones, Thos, Carmarthen, Carpenter. Jan 30 at 11, at offices of Lloyd, Spilman st, Carmarthen
Kerr, Danl, Wednesbury, Stafford, Surgeon. Jan 31 at 2, at offices of Burton, Union passage, Birm
Kidd, John, Lpool, Wholesale Clothier. Feb 5 at 2, at offices of Martin, Castle st, Lpool
Knight, Edwd, Tewkesbury, Gloucester, Comm Agent. Feb 3 at 11, at offices of Moores and Romney, Tewkesbury
Lambeth, Wm, Dudley, Worcester, Grocer. Feb 1 at 11, at offices of Lowe, Wolverhampton st, Dudley
Leach, Jas, Upper Marylebone st, Grocer. Jan 31 at 2, at offices of Wood and Hare, Basinghall st
Lee, Jas, Bulford, nr Chester, Farmer. Feb 12 at 1, at the Red Lion Inn, Lower Bridge st, Chester. Dale, Walsall
Lees, Geo, Tuxford, Notts, Contractor. Jan 30 at 12, at the Queen's Hotel, West Field, Retford. Bescoby, East Retford
Levy, Harris, Spital st, Mile end New Town, Cap Manufacturer. Jan 30 at 10, at offices of Dobson, Southampton bldgs
Lewis, Thos, Bath, Brassfounder. Jan 31 at 11, at offices of Bartrum, Northumberland bldgs, Bath
Lonsdale, John, Accrington, Lancashire, Power Loom Cloth Manufacturer. Feb 14 at 3, at the Clarence Hotel, Spring gardens, Manch. Ainsworth, Blackburn
Machin, Edwd, Bush terrace, Deptford Lower rd, Rotherhithe, Builder. Feb 3 at 3, at offices of Hicklin and Washington, Trinity sq, Borough
Mann, Saml, Portobello rd, Kensington, Provision Merchant. Jan 31 at 2, at offices of Ody, Trinity st, Southwark
Marks, Ebenezer, Gt Grimsby, Smack Owner. Feb 1 at 11, at office of Grange and Wintringham, West St Mary's gate, Gt Grimsby
Matthews, Robt, Manch, Wholesale Warehouseman. Feb 7 at 3, at offices of Addleshaw and Warburton, King st, Manch
McKenna, Peter, Accrington, Lancashire, Tailor. Feb 5 at 3, at offices of Hall, Queen st, Accrington
Mellor, Wm, Middlesbrough, York, Grocer. Feb 5 at 11, at offices of Braithwaite and Co, Albert rd, Middlesborough. Bainbridge, Middlesborough
Mundy, Fredk, New Wimbledon, Surrey, Linen Draper. Feb 1 at 3, at offices of Ring, City rd
Nixon, David, Aston juxta Birmingham, Grocer. Feb 3 at 12, at office of Beale and Co, Waterloo st, Birm
North, Fredk, Rothwell, nr Leeds, Wool Extractor. Jan 29 at 2, Bond and Barwick, Albion pl, Leeds
Oakes, Francis, Lpool, Grocer. Feb 3 at 2, at offices of Evans and Lockett, Commerce chambers, Lord st, Lpool
Oldroyd, Thos, Healey, York, Wood Dealer. Feb 1 at 12, at offices of Wooler, Exchange bldgs, Commercial st, Batley
Paull, Matthew, Devonport, Devon, Painter. Feb 6 at 11, at offices of Vaughan, St Aubyn st, Devonport
Pearce, Fredk, Loughborough rd, Brixton, Grocer. Feb 12 at 2, at the Guildhall Coffee house, Gresham st. Ashley and Tee, Frederick's pl, Old Jewry
Ranken, John Smith, and Chas Fredk Jackson, St Mary axe, Merchants. Jan 30 at 11, at 15, St Mary axe. Blake, Lothbury
Rees, John, Dowlais, Shoe Dealer. Jan 31 at 12, at 48, Glebeland st, Merthyr Tydfil. Lewis
Rees, Wm Simon, Newport, Monmouth, Carrier. Feb 6 at 10.30, at office of Gibbs, Commercial st, Newport
Sewell, Hardwick, Elderfield rd, Clapton pk, Commercial Traveller. Feb 10 at 11, at offices of Haigh, jun, King st, Cheapside
Sharpley, Wm, Claxby Pluckacre, Lincoln, Farmer. Feb 6 at 12, at the Bull Hotel, Horncastle

Sidders, Alf, Charing, Kent, Miller. Feb 5 at 3, at the King's Head Inn, Charing, Kent
Spedding, John, Farnworth, Lancashire, Mechanic. Feb 3 at 3, at office of Dutton, Acresfield, Bolton
Spedding, Robt, sen. Farnworth, Lancashire, Builder. Feb 3 at 2.30, at office of Dutton, Acresfield, Bolton
Spedding, Robt, jun, Farnworth, Lancashire, Plumber. Feb 3 at 2, at office of Dutton, Acresfield, Bolton
Steward, Jas, Batley, York, Fishmonger. Jan 31 at 10, at offices of Wooler, Exchange bldgs, Commercial st, Batley
Stewart, Jas Hinton, Leeds, General Merchant. Jan 31 at 2, at offices of Simpson and Burrell, Albion st, Leeds
Stoakes, Edwd John, Hastings, Sussex, Bellhanger. Feb 4 at 3, at offices of Jones, Robertson st, Hastings
Tait, Walter, Sunderland, Shoe Dealer. Jan 31 at 1, at office of Bell, Lambton st, Sunderland
Towner, Jas, Northampton st, Essex rd, Islington, Plumber. Jan 28 at 3, at offices of Marshall, Lincoln's inn fields
Tucker, John, sen, Pembroke, Grocer. Jan 30 at 12.30, at the Town Hall, Carmarthen. Hulm, Pembroke
Vreones, Anastasias, Kingston-upon-Hull, Cargo Agent. Feb 8 at 11, at offices of Hearfield, Scale lane, Kingston-upon-Hull
Walker, Hy Staveley, High st, Stratford, Provision Merchant. Feb 4 at 3, at offices of Wood and Hare, Basinghall st
Waterman, Alfd Edwin, George yd, Lombard st, Timber Merchants' Assistant. Jan 31 at 2, at offices of Lindo, King's Arms yd, Moorgate st
Wilson, John Jas, Kingston, Surrey, Photographer. Feb 3 at 12, at office of Cann, Vine rd, East Molesey
Wilson, Robt, and Joseph Brearley, Elland, Halifax, York, Woollen Manufacturers. Jan 31 at 3, at offices of Storey, Cheapside, Halifax
Wood, Mary, St. Neots, Hunts, Railway Agent. Jan 28 at 2, at office of Stimson, Mill st, Bedford
Wood, Robt Percy, Warrington, Lancashire, Hatter. Feb 5 at 3, at offices of Murray, King st, Manch
Yoxall, Thos, Aston juxta Mondrum, Cheshire, Farmer. Feb 15 at 1.30 at the Crown Hotel, Nantwich. Brooke, Nantwich